



County of Los Angeles **CHIEF ADMINISTRATIVE OFFICE**

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DAVID E. JANSSEN
Chief Administrative Officer

March 21, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

Dear Supervisors:

**REQUEST FOR APPROVAL OF BOARD POLICY FOR CREDIT/DEBIT CARD
PAYMENT ACCEPTANCE AND APPROVAL OF AGREEMENT WITH LINK2GOV
CORPORATION AND MARSHALL AND ILSLEY CORPORATION FOR ELECTRONIC
PAYMENT AND CREDIT/DEBIT CARD PROCESSING SERVICES
(ALL DISTRICTS - 3 VOTES)**

**JOINT RECOMMENDATION WITH THE AUDITOR-CONTROLLER, INTERNAL
SERVICES DEPARTMENT, CHIEF INFORMATION OFFICE AND THE TREASURER
AND TAX COLLECTOR THAT YOUR BOARD:**

1. Approve the attached Board Policy regarding credit/debit card payment acceptance by County departments and districts.
2. Approve and instruct the Mayor of the Board to sign the attached agreement with Link2Gov Corporation and Marshall and Ilsley Corporation, jointly and severally, for electronic payment and credit/debit card processing services for the County's current and future Internet-based payment applications, with an option to provide interactive voice recognition credit/debit card processing services, effective upon execution for a term of five (5) years with up to two (2) one-year extensions and six (6) month-to-month extensions.
3. Authorize the Internal Services Department (ISD) to administer the agreement and authorize the Director, ISD, or his designee, to exercise up to two (2) one-year extensions and six (6) month-to-month extensions.
4. Authorize the Director, ISD, or his designee, to approve and sign the attached Submitter Merchant Agreement with Paymentech, L.P. and Link2Gov Corporation for payment card processing services under the agreement with Link2Gov Corporation and Marshall and Ilsley Corporation.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to expand the acceptance of credit/debit cards by County departments and districts and to establish an environment that fosters the use of E-Commerce in the County. The proposed Board Policy (Attachment 1) amends and codifies the County's Cost Neutral Credit/Debit Card Acceptance Policy as a Board Policy, which as so amended will collectively be referred to as the Credit/Debit Card Payment Acceptance Policy. The recommended agreement with Link2Gov Corporation (Link2Gov) and Marshall and Ilsley Corporation (Marshall and Ilsley) (Attachment 2) and the Submitter Merchant Agreement with Paymentech, L.P. (Paymentech) and Link2Gov (Attachment 3) will provide County departments and districts with a mechanism to handle the acceptance and processing of credit/debit cards and other forms of electronic payments.

On November 16, 2004, your Board approved a motion instructing the Chief Administrative Office (CAO), with support from the Electronic Commerce Taskforce (Taskforce) staffed by representatives from the Chief Information Office (CIO), County Counsel, Treasurer and Tax Collector (TTC), ISD, and the Auditor-Controller (A-C), to issue a Request for Information (RFI) on behalf of all County departments for an E-Commerce application solution. The motion additionally instructed the Taskforce to prepare an analysis of the fee structure applicable to acceptance and processing of credit/debit cards and a recommendation for any amendments to the County's then-current Cost Neutral Credit/Debit Card Acceptance Policy. The motion also instructed the CAO to provide status reports on the aforementioned efforts. To date, the Taskforce has provided your Board with six status reports on its progress.

Approval of the recommendations will enable County departments and districts to more readily expand acceptance of credit/debit cards, including transactions over the Internet, and will provide an agreement that will handle the acceptance and processing of credit/debit cards and other forms of electronic payments.

The acceptance of credit/debit cards is allowed per Government Code Section 6159. On February 3, 1998, your Board adopted the Cost Neutral Credit/Debit Card Acceptance Policy, which required that acceptance of credit/debit cards by County departments and districts be cost neutral to the County. Under that policy, the A-C was instructed to review and verify the cost neutrality of proposed applications requested by County departments and districts; approve the applications' accounting controls prior to implementation; and review and approve appropriate user service/convenience fees.

County departments and districts currently pay a merchant discount fee of approximately two to three percent of the transaction amount to accept credit/debit cards (Visa, MasterCard, Discover, etc.). Since 1998, the Cost Neutral Credit/Debit Card Acceptance Policy has been interpreted to imply that the acceptance of

credit/debit cards can only be cost neutral if County departments and districts can identify reductions in costs or increases in revenue. The A-C has approved a limited number of credit/debit card applications, primarily for over-the-counter transactions, as cost neutral. The policy has limited the ability of County departments and districts to implement credit/debit card applications for in-person, mail, telephone and Internet use. Departments and districts have generally not pursued new credit/debit card applications because of the difficulty in achieving and documenting cost neutrality. Achieving cost neutrality is even more difficult for E-Commerce applications due to application development, security requirements and maintenance costs.

The Taskforce's review and analysis of the County's Cost Neutral Credit/Debit Card Acceptance Policy included a review of the approaches used by Federal, State and other local government jurisdictions, including the State of Virginia, California Department of Motor Vehicles, and various California Counties including Kern, Orange, Riverside, and San Mateo. Except for tax payments, our investigation disclosed that most jurisdictions either include the credit/debit card merchant discount fee and other application costs in customer fees or allow departments to absorb the costs. These approaches allow these government agencies to treat credit/debit card fees and other E-Commerce costs as the "costs of doing business."

Jurisdictions that accept credit/debit cards for tax payments cannot add the credit/debit card merchant discount fee and other application costs to the tax amount, since taxes are fixed by statute. Additionally, since taxes are among the largest revenue sources for Federal, State and local governments, the related credit/debit card merchant discount fees are substantial. Typically, these fees cannot be offset by the cost reductions that may result when accepting credit/debit cards for tax payments. Therefore, jurisdictions must charge a "service/convenience fee" to cardholders to offset the costs to accept credit/debit card tax payments. Although the card associations and companies generally prohibit the use of add-on fees, they do permit a "service/convenience fee" to offset the costs of providing the cardholder with convenient payment options, such as the Internet, automated telephone system or similar interactive system.

Based on the Taskforce's review and analysis, we are recommending the Board amend the Cost Neutral Credit/Debit Card Acceptance Policy to allow departments to either include credit/debit card transaction costs and other related application costs when developing the fees charged to all customers, or to absorb the costs in their budgets where there is a reasonable business reason to do so.

The recommended agreement with Link2Gov and Marshall and Ilsley provides a single vendor to capture credit/debit cardholder account information from County Internet sites and, through their relationship with Paymentech L.P., interface with the credit/debit card companies, card associations and financial institutions for approval and settlement of the financial transactions. Link2Gov offers a 24/7 environment that meets or exceeds

all credit/debit card industry standards for data security, provides for broadest use of all card brands, provides standard reporting capabilities and offers per transaction pricing on a Countywide basis. County departments and districts interested in E-Commerce applications would be able to utilize the services provided by this agreement.

The recommended agreement with Link2Gov also allows government entities that are members of the TTC's treasury pool to utilize the services provided by this agreement.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions support the County's Strategic Plan Goal Number 1 for Service Excellence. Approving the Credit/Debit Card Payment Acceptance Policy and the recommended electronic payment and credit/debit card processing services agreement will allow more departments to increase acceptance of credit/debit cards and improve customer service. Customers can take advantage of E-Commerce payment options that can be used from the convenience of their office or home, reducing waiting times for customers who choose to visit County offices.

FISCAL IMPACT/FINANCING

Approval of the proposed Credit/Debit Card Payment Acceptance Policy and the agreement will have no impact on net County cost for those applications that include credit/debit card transaction costs and other application costs in the fees charged to all customers or absorbed in the departments' existing budgets. However, the costs that are absorbed in the departments' or districts' existing budgets will have to be allocated from other areas within their budgets, and/or offset by any cost savings due to accepting credit/debit cards.

Applications that cannot include the credit/debit transaction costs in the fees charged to all customers or cannot be absorbed by the County departments' and districts' existing budgets, but merit consideration based on special conditions, will have to be evaluated by the A-C, CAO and TTC to determine the increase in net County cost. Upon conclusion of the A-C, CAO and TTC review, the CAO will provide County departments and districts with their findings, and County departments and districts will need to obtain Board approval of their projects in order to proceed.

TTC has identified the need for additional staff positions in support of the Countywide E-Commerce initiative. Specifically, staff will be recommended by TTC, as workload warrants, to provide oversight and support in the functions associated with internal controls and processing of deposit permits and other transactions, assisting departments in the development and implementation of E-Commerce applications, and the monitoring and troubleshooting of E-Commerce applications in the post-implementation environment. TTC included recommended staffing positions for

E-Commerce as part of the department's fiscal year 2006-07 Budget Request, which if approved would result in an increase in net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Credit/Debit Card Payment Acceptance Policy will not apply to the fees that are passed along to other agencies, or where the amount of credit/debit card fees and/or application costs would result in a significant cost to the County. Specifically, this policy would not apply to County property taxes, including direct assessments, bonded indebtedness, etc.

The terms and conditions of the recommended agreements in Attachments 2 and 3 have been approved as to form by County Counsel. Under the terms of the agreement with Link2Gov and Marshall and Ilsley, the contractors are required to give first consideration to qualified County employees targeted for layoff, consider qualified GAIN/GROW participants for employment openings, and comply with the Jury Duty Ordinance, the Safely Surrender Baby Law and the Child Support Compliance Program. The Submitter Merchant Agreement with Paymentech does not include the standard terms and conditions; however, the subcontract between Paymentech and Link2Gov requires the use of commercially reasonable efforts to comply with such terms and conditions to the extent such terms and conditions are applicable to Paymentech.

Under the terms of the agreement with Link2Gov and Marshall and Ilsley, (a) County's Project Director is authorized to execute minor changes to such agreement, (b) each participating County department's and district's respective Project Manager, with the approval of County's Project Director, is authorized to execute work order releases initiating work under such agreement on behalf of such department or district, and (c) Director, ISD, or his designee, is authorized to execute all other changes to such agreement other than changes which would (i) amend change order authority under such agreement, (ii) increase the term of such agreement beyond the optional extensions described above, (iii) increase pricing under such agreement, and/or (iv) approve of an assignment or delegation by Link2Gov and/or Marshall and Ilsley. Marshall and Ilsley is Link2Gov's indirect parent company and as a party to the agreement shall, with Link2Gov, be jointly and severally liable and responsible for any and all contractor obligations, responsibilities, and liabilities under the agreement. Although the obligations of Link2Gov and Marshall and Ilsley under the agreement are substantively different than the corresponding obligations of Paymentech, the differences are addressed by holding Link2Gov and Marshall and Ilsley responsible for the County's higher level of obligations under the County's agreement with Link2Gov and Marshall and Ilsley, irrespective of the County's agreement with Paymentech.

These are not Proposition A agreements and, therefore, the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended Agreements. It has

been determined that the services under these Agreements do not impact Board Policy No. 5.030, "Low Cost Labor Resource Program", because of the specialized financial services required.

CONTRACTING PROCESS

ISD issued a Request for Proposals (RFP) on May 16, 2005, and posted notice of the RFP on the Los Angeles County Website. Notice of the solicitation was also sent by electronic mail to 52 financial services companies (Attachment 4). Twelve (12) proposals were received. Two proposals were disqualified for non-responsiveness. A team of representatives from TTC, CIO, and ISD evaluated and ranked the remaining ten (10) proposals. Negotiations were initiated between County staff and the vendor who submitted the highest ranked proposal. We were unable to reach agreement on a contract that is in the best interest of the County because the vendor would not waive their requirement of a monthly minimum service fee and the County is unable to commit to a guaranteed volume of payment transactions that would result in meeting or exceeding the minimum monthly fee commitment. As a result and as allowed by the RFP, we initiated negotiations with the second ranked, lowest cost vendor, Link2Gov.

The recommended firm, Link2Gov, has extensive experience in providing electronic payment acceptance and processing services for a variety of large government agencies, including the Internal Revenue Service. Link2Gov's interface with the credit/debit card companies, card associations, and financial institutions for approval and settlement of the financial transactions is handled by Paymentech, L.P. There are no minimum transaction volumes and as an incentive to increase County E-Commerce applications, Link2Gov will provide Link2Gov's standard Web storefront applications at no cost through their Web application generator product and hosting service. Link2Gov also proposed the lowest overall cost solution of all the respondents.

During the negotiation process, Link2Gov was acquired by Metavante Corporation, which is a subsidiary of Marshall and Ilsley. In accordance with your Board's policy on Contractor Mergers/Acquisitions, we conducted a thorough review of Link2Gov's acquisition, as well as the financial standing of the other two firms. Based on the A-C's review and the determination that the indirect parent company, Marshall and Ilsley, appeared to be in good financial condition as of the date of the review, we obtained the firm's concurrence to be a party to the contract with Link2Gov.

Debriefings were offered to all of the non-selected proposers, but only five proposers requested and were granted debriefings. There were no protests resulting from this solicitation. Community Business Enterprise Program information for the recommended firm is shown in Attachment 5. However, final selection of the contractor was made without regard to gender, race, creed, color, or national origin.


IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Credit/Debit Card Payment Acceptance Policy and agreement for electronic payment and credit/debit card processing will facilitate the implementation of E-Commerce applications by County departments and districts. It is also expected to increase the acceptance of credit/debit cards for payments made in person, through the mail, or over the telephone.

CONCLUSION

Upon approval and execution of the agreement by your Board, please forward three (3) signed originals to the Internal Services Department.

Respectfully submitted,




DAVID E. JANSSEN
Chief Administrative Officer




J. TYLER MCCAULEY
Auditor-Controller



DAVE LAMBERTSON *for*
Director, Internal Services Department



MARK J. SALADINO
Treasurer and Tax Collector



JON W. FULLINWIDER
Chief Information Officer

DEJ:DIL:SK
DD:CL:kd
Attachments (5)

c: Auditor-Controller
Chief Information Officer
County Counsel
Executive Officer, Board of Supervisors
Internal Services Department
Treasurer and Tax Collector



Los Angeles County
BOARD OF SUPERVISORS POLICY MANUAL

Attachment 1

Policy #:	Title:	Effective Date:
0.000	Credit/Debit Card Payment Acceptance Policy	00/00/06

PURPOSE

Provides for a County Credit/Debit Card Payment Acceptance Policy through the amendment and supplementation of related Board Orders with respect to transaction and other application costs associated with the acceptance of credit/debit card payments by County departments and districts.

REFERENCE

November 26, 1991 Board Order, Synopsis 55, Authorizes Long Beach and Los Angeles Municipal Courts to enter a pilot program to accept credit cards for the payment of traffic fines, fees and bail forfeitures

July 13, 1993 Board Order, Synopsis 10, Recommendations for Implementation of a Discover Card Credit Card Acceptance Program

September 21, 1993 Board Order, Synopsis 55, Recommendations for Implementation of a Discover Card Credit Card Acceptance Program

February 3, 1998 Board Order, Synopsis 19, Request for Cost Neutral Credit/Debit Card Acceptance Policy

POLICY

This policy amends and supplements the existing Board Orders referenced above regarding the requirements with respect to transaction and other application costs associated with the acceptance of credit/debit card payments by County departments and districts. For a complete statement of the policy regarding acceptance of credit/debit card payments by County departments and districts, this policy must be read together with the existing Board Orders.

This policy applies to all credit/debit card payment programs for legally permissible Countywide and district applications, except as expressly noted below. This policy allows County departments and districts (1) with the approval of the Auditor-Controller (A-C), to include credit/debit card transaction costs and other application costs in fees charged to all customers or (2) with the approval of the Chief Administrative Office (CAO), to absorb the credit/debit card transaction costs and other application costs in their respective budgets when there is a reasonable business case to do so.

The A-C, Treasurer and Tax Collector (TTC), and the CAO will evaluate any credit/debit card payment programs proposed by County departments and districts that do not meet the preceding two conditions, but merit consideration based on special conditions, to determine the increase in net County cost. The CAO will provide the County departments and districts with the findings of the evaluation and the County departments and districts will need to obtain Board approval of their projects in order to proceed.

This policy does not apply to credit/debit card transaction costs and other application costs that would result in a significant cost to County departments or districts, or result in a reduction of the amounts that are passed along to other agencies. For example, property taxes including special assessments, bonded indebtedness, etc., would be excluded from this policy unless the convenience/service fee and/or other cost savings offsets all or most of the transaction cost and other application costs. As a result, taxpayers will continue to be charged a convenience/service fee for the payment of property taxes with a credit/debit card.

In some cases, County departments or districts may be collecting fees for providing services where the fees have been established by a non-County agency. If the cost of providing the services combined with the credit/debit card transaction costs and other application costs are not greater than the amount of the fees charged, the County departments or districts will be allowed to accept credit/debit cards for these fees, in accordance with this policy.

This policy requires that County departments and districts work with TTC to implement applications to accept credit/debit cards. In addition, this policy requires that County departments and districts work with TTC to ensure that they comply with the credit/debit card acceptance rules and regulations of the credit card companies and/or associations.

RESPONSIBLE DEPARTMENT

Chief Administrative Office
Auditor-Controller
Treasurer and Tax Collector

DATE ISSUED/SUNSET DATE

Issue Date: XXXXXXXX xx, 2006

Sunset Date: XXXXXXXX xx, 2011

RECEIVED



ALAN T. SASAKI
AUDITOR-CONTROLLER

COUNTY OF LOS ANGELES
DEPARTMENT OF AUDITOR-CONTROLLER

KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 525
LOS ANGELES, CALIFORNIA 90012-2766
PHONE: (213) 974-8301 FAX: (213) 626-5427

6

January 20, 1998

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

19

FEB 03 1998

Dear Supervisors:

Joanne Sturges
JOANNE STURGES
EXECUTIVE OFFICER

REQUEST FOR A COST NEUTRAL CREDIT/DEBIT CARD
ACCEPTANCE POLICY

ALL DISTRICTS
(3-VOTES)

JOINT RECOMMENDATION WITH THE TREASURER AND TAX COLLECTOR THAT
YOUR BOARD:

1. Adopt a policy supporting the development and implementation of cost neutral credit/debit card payment programs for legally permissible district and Countywide applications, thereby providing more payment options to the public.
2. Authorize the acceptance of cost neutral credit and debit card applications for the payment of all legally permissible County and district fees, charges and taxes.
3. Instruct the Auditor-Controller to review and verify the cost neutrality of proposed applications requested by the districts and County departments; approve the application's accounting controls prior to implementation; and review and approve appropriate user convenience fees.
4. Authorize the Treasurer and Tax Collector to solicit and enter into merchant card servicing agreements with financial institutions and/or credit/debit card processors, issuers or draft purchasers for the acceptance and processing of credit/debit card transactions to implement approved cost neutral credit/debit card acceptance programs, and any other related contracts necessary to implement such programs.

CYN# 19

OF FEB 03 1998

PURPOSE OF RECOMMENDED ACTION

The Board is requested to adopt a policy supporting the development and implementation of cost neutral credit/debit card payment programs for legally permissible district and Countywide applications, thereby providing more payment options to the public. The Board would also direct the Auditor-Controller and Treasurer and Tax Collector to oversee the implementation of the necessary administration procedures and internal controls for the acceptance of credit/debit card payment programs.

JUSTIFICATION

On November 26, 1991 and July 13, 1993, your Board instructed the Chief Administrative Officer to recommend a cost neutral credit card acceptance program for the County. On September 21, 1993 your Board approved the implementation of a cost neutral Discover Card Credit Card acceptance program, based on the Chief Administrative Officer and Treasurer's recommendation.

The authorized Discover Card program currently in place allows the credit card surcharges to be charged through to the customer, which has no fiscal impact on the County. To date, the Discovery Card program has been the only cost neutral credit card option available because VISA, MasterCard and debit card issuers, by policy, have refused to permit the County to pass through card discount fees to the customer.

Recently some debit card processors have been permitted to charge the customers under certain circumstances and VISA and MasterCard have started to permit a convenience fee to be charged to the customer using an Automated Voice Response (AVR) system for the taking of payments over the phone. This convenience fee can be set to cover the costs of the AVR and the card company discount fees which presents the County with a cost neutral approach to the acceptance of these cards if it elects to do so. In no event will any convenience fee exceed the cost of providing this service.

FISCAL IMPACT

There will be no fiscal impact to the County because of the cost neutral policy.

FINANCING

Not Applicable.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The acceptance of credit/debit cards is allowed per Government Code Section 6159. This policy is needed to formally adopt a Countywide policy regarding the acceptance of credit/debit cards for payments. Currently, the Treasurer and Tax Collector, Auditor-Controller, Chief Administrative Officer and County Counsel have been interpreting the Board's instructions with respect to a cost neutral credit card program as Board policy until such time your Board adopts a formal policy.

IMPACT ON CURRENT SERVICES

Approval of this policy will enable the various entities to expand their credit/debit card programs to include any application that can be demonstrated and verified by the Auditor-Controller to be cost neutral. This approach will permit more payment options to become available to the public over time and to ensure that any such application will not negatively impact County costs or revenue.

Respectfully Submitted,



Alan Sasaki
Auditor-Controller



Larry J. Monteilh
Treasurer and Tax Collector

cc: Chief Administrative Officer
County Counsel
Executive Officer Board of Supervisors
Department Heads
District Heads



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

LINK2GOV CORP

AND

MARSHALL & ILSLEY CORPORATION

FOR

**ELECTRONIC PAYMENT AND CREDIT/DEBIT CARD
PAYMENT PROCESSING SERVICES**

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
RECITALS		1
1.0	APPLICABLE DOCUMENTS	1
2.0	DEFINITIONS	3
3.0	WORK	8
4.0	TERM OF CONTRACT	10
5.0	PRICING, INVOICING AND PAYMENTS	11
6.0	ADMINISTRATION OF CONTRACT- COUNTY	14
6.1	COUNTY'S PROJECT DIRECTOR	14
6.2	DEPARTMENT'S PROJECT MANAGER	14
7.0	ADMINISTRATION OF CONTRACT - CONTRACTOR	15
7.1	CONTRACTOR'S PROJECT DIRECTOR	15
7.2	CONTRACT ACCOUNT MANAGER	15
7.3	APPROVAL OF CONTRACTOR'S STAFF	16
7.4	BACKGROUND & SECURITY INVESTIGATIONS	16
7.5	CONFIDENTIALITY	17
8.0	STANDARD TERMS AND CONDITIONS	18
8.1	ASSIGNMENT AND DELEGATION	18
8.2	AUTHORIZATION WARRANTY	19
8.3	BUDGET REDUCTIONS	19
8.4	CHANGE ORDERS,NOTICES AND AMENDMENTS	19
8.5	INTENTIONALLY OMITTED	21
8.6	COMPLIANCE WITH APPLICABLE LAW	21
8.7	COMPLIANCE WITH CIVIL RIGHTS LAWS	22
8.8	COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM	22
8.9	CONFLICT OF INTEREST	24
8.10	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST	25
8.11	CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS	25
8.12	CONTRACTOR RESPONSIBILITY AND DEBARMENT	26
8.13	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	29

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.14	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	30
8.15	COUNTY'S QUALITY ASSURANCE PLAN	30
8.16	DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS	31
8.17	EMPLOYMENT ELIGIBILITY VERIFICATION	31
8.18	FACSIMILE REPRESENTATIONS	32
8.19	FAIR LABOR STANDARDS	32
8.20	GOVERNING LAW, JURISDICTION, AND VENUE	33
8.21	INDEPENDENT CONTRACTOR STATUS	33
8.22	INDEMNIFICATION.....	34
8.23	GENERAL INSURANCE REQUIREMENTS	34
8.24	INSURANCE COVERAGE REQUIREMENTS	37
8.25	WITHHOLD OF PAYMENTS.....	38
8.26	MOST FAVORED PUBLIC ENTITY	40
8.27	NONDISCRIMINATION AND AFFIRMATIVE ACTION	40
8.28	NON EXCLUSIVITY	42
8.29	NOTICE OF DELAYS.....	43
8.30	DISPUTE RESOLUTION PROCEDURE	43
8.31	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	45
8.32	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW.....	45
8.33	NOTICES	46
8.34	PROHIBITION AGAINST INDUCEMENT OR PERSUASION.....	46
8.35	PUBLIC RECORDS ACT	46
8.36	PUBLICITY	47
8.37	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT.....	48
8.38	RECYCLED BOND PAPER	50
8.39	SUBCONTRACTING	50

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.40	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	52
8.41	TERMINATION FOR CONVENIENCE	53
8.42	TERMINATION FOR DEFAULT	54
8.43	TERMINATION FOR IMPROPER CONSIDERATION	56
8.44	TERMINATION FOR INSOLVENCY	56
8.45	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE	57
8.46	TERMINATION FOR NON-APPROPRIATION OF FUNDS	57
8.47	VALIDITY	58
8.48	WAIVER	58
8.49	WARRANTY AGAINST CONTINGENT FEES	58
8.50	PROPRIETARY CONSIDERATIONS.....	59
8.51	INTELLECTUAL PROPERTY INDEMNIFICATION.....	60
8.52	SURVIVAL.....	63
	SIGNATURES	64
STANDARD EXHIBITS		
	EXHIBIT A - Service Level Agreement Matrix	
	EXHIBIT B - Pricing Schedule	
	EXHIBIT C - Contractor's Business Proposal	
	EXHIBIT D - Work Order Release	
	EXHIBIT E - County's Administration	
	EXHIBIT F - Contractor's Administration	
	EXHIBIT G - Confidentiality Agreement(s)	
	EXHIBIT H - Jury Service Ordinance	
	EXHIBIT I - Safely Surrendered Baby Law	
	EXHIBIT J - Paymentech Agreements	

CONTRACT BY AND BETWEEN COUNTY OF LOS ANGELES AND LINK2GOV CORP AND MARSHALL & ILSLEY CORPORATION FOR E-PAYMENT AND CREDIT/DEBIT CARD PAYMENT PROCESSING SERVICES

This Contract for Electronic Payment and Credit/Debit Card Payment Processing Services is made and entered into this 21 day of March, 2006 by and between the County of Los Angeles, hereinafter referred to as County and Marshall & Ilsley Corporation, a Wisconsin corporation and Link2Gov Corporation, a Tennessee corporation and wholly owned subsidiary of Marshall & Ilsley Corporation, collectively hereinafter referred to as Contractor.

RECITALS

WHEREAS, Link2Gov Corporation and Marshall & Ilsley Corporation jointly and severally shall be "Contractor" under this Agreement; and

WHEREAS, the County is authorized to contract with private businesses for, among other things, electronic payment credit/debit processing services under California Government Code Sections 23004 and 31000 and otherwise; and

WHEREAS, the Contractor is a private firm specializing in providing electronic payment credit/debit card processing services; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I and J, together with any and all attachments thereto, are attached to and form a part of the base Contract. The base Contract (including without limitation the recitals hereto) together with such Exhibits and attachments and any and all Work Order Releases from time to time executed and approved in accordance with Paragraph 3.0 – Work, are collectively referred to herein as this "Contract". In the event of any conflict or

inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise among the base Contract (including without limitation the recitals hereto) the Exhibits and/or the Work Order Releases or among Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the base Contract (including without limitation the recitals hereto) and then to Work Order Releases and then to the remaining Exhibits according to the following priority.

- 1.1 EXHIBIT A - Service Level Agreement Matrix
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C - Contractor's Business Proposal
- 1.4 EXHIBIT D - Work Order Release
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Confidentiality Agreement(s)
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law
- 1.10 EXHIBIT J - Paymentech Agreement

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared and entered into in accordance with Subparagraph 8.4 - Change Notices and Amendments.

References herein to Federal, State, County and/or other governmental laws, rules, regulations, ordinances, guidelines and/or directives, including those copies of which are attached to this Contract, shall mean and shall be to such laws, rules, regulations, ordinances, guidelines and/or directives as amended from time to time.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein (whether in singular or plural) shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Amendment:** The meaning given to such term in Subparagraph 8.4 – Change Notices and Amendments.
- 2.2 Applications:** The Standard Applications and the Custom Applications.
- 2.3 Association Rules:** The bylaws, rules and regulations of the Associations, as they exist from time to time.
- 2.4 Associations:** Any entity formed to administer and promote the use of Cards, including, without limitation, Visa U.S.A. Inc. and MasterCard International, Incorporated, which from time to time promulgate the Association Rules.
- 2.5 Authorization:** The approval, by or on behalf of the Card Issuer, of Settlement of a Transaction for an Included Department.
- 2.6 Business Day:** Whether or not capitalized, 8:00 a.m. to 5:00 p.m., Pacific Time, Monday through Friday, excluding County observed holidays, except that for the service level standards set forth on Exhibit A – Service Level Agreement Matrix, the terms shall mean twenty-four (24) hours per day, seven (7) days per week, unless otherwise expressly noted in such Exhibit.
- 2.7 Card:** The plastic card or other evidence of credit or debit account and account number, issued by a Card Issuer to the Cardholder, either of which Included Departments accept from a Cardholder as payment for either (a) the purchase price for a sale of goods or services, or (b) a fine, fee, restitution payment or tax owed. Each Work Order Release shall indicate the applicable Cards of Visa, MasterCard, Discover or American Express.

- 2.8 Card Issuer:** Any financial institution, which is a member bank of the Associations or its agent, American Express and/or Discover.
- 2.9 Cardholder:** The person or entity issued a Card and a corresponding account and account number by a Card Issuer and which person or entity is entitled to use the Card.
- 2.10 Change Notice:** The meaning given to such term in Subparagraph 8.4 – Change Notices and Amendments.
- 2.11 Change Order:** The meaning given to such term in Subparagraph 8.4.2.
- 2.12 Contract:** The meaning given to such term in Paragraph 1.0 – Applicable Documents.
- 2.13 Contractor:** The meaning given to such term in the preamble hereto.
- 2.14 Contractor Account Manager:** The meaning given to such term in Paragraph 7.0 –Administration of Contract – Contractor.
- 2.15 Contractor Project Director:** The meaning given to such term in Paragraph 7.0 –Administration of Contract – Contractor.
- 2.16 Contractor's Proposal:** Contractor's Business Proposal for Electronic Payment and Credit / Debit Card Payment Processing Services, attached hereto as Exhibit C – Contractor's Proposal.
- 2.17 County:** The meaning given to such term in the preamble hereto.
- 2.18 County Project Director:** The meaning given to such term in Paragraph 6.0 –Administration of Contract – County.
- 2.19 Custom Applications:** The software applications other than Standard Applications, together with all Source Code and Related Documentation, from time to time developed (a) by County or any Included Department thereof or (b) by or on behalf of Contractor pursuant to a Work Order Release, in each case, which software applications act as the end-user accessed, front-end website and interface to the Layer 2 and Layer 3.
- 2.20 Day(s):** Calendar day(s) unless otherwise specified.

- 2.21 Department(s):** Any of County's departments, related agencies, related districts and/or the non-County districts and agencies from time to time participating in TTC's treasury pool, which through TTC may obtain Services under this Contract.
- 2.22 Department Project Manager(s):** The meaning given to such term in Paragraph 6.0 –Administration of Contract – County.
- 2.23 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.24 Included Department(s) or Merchant:** Used interchangeably, any Department acquiring tasks, deliverables, goods, Services and/or other work pursuant to a Work Order Release under Paragraph 3.0 – Work.
- 2.25 Included Department Director:** With respect to each Included Department, the head of such Included Department or designee.
- 2.26 Indemnified Parties:** The meaning set forth in Subparagraph 8.22 – Indemnification.
- 2.27 ISD:** County's Internal Services Department, which is the Department responsible for administering this Contract.
- 2.28 Jury Service Program:** The meaning given to such term in Subparagraph 8.8.1.
- 2.29 Merchant Commerce System Layer/Storefront (Layer 1):** Composed of e-commerce applications, databases, and the merchant integration plugs required by Layer 2. Layer 1 equips the merchant integration plug to encrypt and send payment details to the Layer 2. Layer 1 includes the Applications.
- 2.30 Payment Gateway Layer (Layer 2):** Facilitates a payment channel between Layer 1 and Layer 3. Collects Cardholder's information and account information, transmits the details to a Layer 3, interprets the response sent back from the processor, logs Transaction details, and passes it to the merchant application for completion of the Transaction. This layer contains several important components including, Application Payment Interface (API), payment server, transaction

database, merchant support and reports generation and interfaces with Layer 3.

- 2.31 Payment Processor (Layer 3):** provides the connectivity to the Card Issuers, Card Associations and financial institutions for authorization, processing, and settlement of Card Transactions. Layer 3 routes the card authorization request to the Card Issuer. The Card Issuer confirms the Cardholder information and determines his available credit. An approval or decline message is sent back to Layer 3, and is returned to the Merchant.
- 2.32 Paymentech:** The meaning given to such term in Subparagraph 8.39.1.
- 2.33 Paymentech Agreements:** The meaning given to such term in Subparagraph 8.39.1.
- 2.34 Paymentech Merchant Agreement:** The meaning given to such term in Subparagraph 8.39.1.
- 2.35 Paymentech Subcontract:** The meaning given to such term in Subparagraph 8.39.1.
- 2.36 Pricing Schedule:** The meaning set forth in Subparagraph 5.1 – Pricing Schedule.
- 2.37 Related Documentation:** All written and electronic publications relating to the Applications, such as reference, user, installation, systems administrator and technical guides, delivered, or otherwise made available, by or on behalf of Contractor to County hereunder.
- 2.38 Services:** Any and all installation, implementation, ongoing and support services related to Layer 1, Layer 2, and/or, Layer 3 existing Custom Application migration services and other services performed by or on behalf of Contractor pursuant to this Contract, including, without limitation, any Work Order Release.
- 2.39 Settle; Settlement:** For each Transaction, the transfer of funds by or on behalf of Contractor in settlement of the Transaction value between the applicable Included Department and the Association and/or Card

Issuer, via federal funds wire or automated clearing house transfer to the bank account designated on the applicable Work Order Release.

2.40 Source Code: The programming code (in human readable form) for the Applications, including, without limitation, all new releases, updates, modifications, enhancements, corrections, patches and improvements, together with all Related Documentation and other proprietary information related to such programming code.

2.41 Specifications: Whether or not capitalized means the product specifications for the Services as set forth in this Contract, any Work Order Release and/or Related Documentation, including without limitation, the product specifications provided by Contractor to County prior to the effective date of this Contract for Contractor's Five Page Standard Application, Three Page Pass Through Standard Application, Standard IVR Application(s), and the Standard Gateway Application.

2.42 Standard Applications: The general software applications, together with all Source Code and Related Documentation, from time to time implemented by or on behalf of Contractor pursuant to a Work Order Release, which software applications act as end-user accessed, front-end website and interface to Layer 2 and Layer 3. The Standard Applications from time to time available to County hereunder are described on Contractor's Specifications.

2.43 Transaction: With respect to each payment of (a) the purchase price for a sale of goods or services, or (b) a fine, fee, restitution payment or tax owed, in each case, by a Cardholder to County or any Included Department thereof, a collective reference to all steps necessary to obtain Settlement of such payment via Layer 1, including, without limitation, (i) the capture of all necessary payment and Card and/or Cardholder information, (ii) the transmission of such information to the applicable Card payment processor and Card Issuer, (iii) the obtainment of an Authorization for such payment and (iv) the cash Settlement of such payment.

2.44 TTC: County's Department of the Treasurer and Tax Collector.

2.45 Work Order Release: The meaning given to such term in Sub-paragraph 3.1.

3.0 WORK

3.1 From time to time during the term of this Contract, County may engage Contractor to provide one or more tasks, deliverables, goods, Services, and/or other work described generally in Contractor's Proposal and Specifications for the benefit of one or more Departments. Such engagement shall be accomplished in accordance with this Paragraph 3 - Work. In order to initiate an engagement under this Paragraph 3 - Work, County Project Director or designee shall request Contractor to provide County Project Director or designee, a written quotation which includes (a) an estimation of Contractor's personnel hours required for such Department to move its Application into full production environment, (b) a "not to exceed" price for all such work, and (c) if Layer 1 Services are requested by County for such Department, Contractor shall attach an outline of the statement of work as part of the quote in which Contractor addresses at least all of the items listed for such statement of work under Paragraph IV.A of Exhibit D – Work Order Release. Such outline shall be attached to Work Order Release upon its execution. Any written quotation submitted under this Paragraph 3 shall remain valid for sixty (60) days following Contractor's delivery thereof to County Project Director or designee. Following delivery of each written quotation, if requested by County Project Manager or designee, Contractor shall assist County Project Manager or designee and the applicable Department Project Manager in preparing any resultant Work Order Release and, if applicable, statement of work to be attached thereto, including participating in one or more working meetings initiated by County Project Director or designee or the applicable Department Project Manager. Any resultant Work Order Release shall be in the form attached hereto as Exhibit D,

Work Order Release, and executed by all parties indicated thereon. Upon full execution of a Work Order Release in accordance with this Paragraph 3.0 – Work, the applicable Department shall automatically become an Included Department under this Contract for all purposes. Each Work Order Release, and Contractor's performance thereunder, shall be subject to the terms and conditions of this Contract, including, without limitation, the service level standards set forth in Exhibit A – Service Level Agreement Matrix, in addition to the terms and conditions of such Work Order Release.

- 3.2 Contractor shall fully perform and complete, and timely deliver, all tasks, deliverables, goods, Services, and other work under each Work Order Release. Additionally, with respect to each Work Order Release, Contractor, and all tasks, subtasks, deliverables, goods, Services and other work provided by or on behalf of Contractor under such Work Order Release, shall fully perform and comply with all service level standards set forth in Exhibit A – Service Level Agreement Matrix.
- 3.3 If the Contractor provides any tasks, deliverables, goods, Services, or other work, other than as specified in a Work Order Release, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.
- 3.4 Work Order Release period of performance shall be specific to the individual Work Order Release but shall be in accordance with Paragraph 4.0 - Term of Contract and in no event extend past the term as specified in Paragraph 4.0.
- 3.5 For all Services for which Contractor provides County, Contractor may produce materials, such materials may include point of sale signage, on hold messaging, press releases and to the extent possible placement on the appropriate web pages within the County's web site, public service posters, educational literature and instructional pamphlets which announce the availability of the Services. County will

make a good faith effort to distribute, place and announce, said materials that are produced by Contractor. All such materials are subject to County Project Director's prior approval which shall not be unreasonably withheld. The design and production cost of said materials will be funded by the Contractor or another third party. The County will not be responsible for any Contractor or third party costs for any materials.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be five (5) years commencing after approval by County's Board of Supervisors and execution by County and Contractor, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend the term of this Contract for up to two (2) additional one-year periods and six (6) month to month extensions, for a maximum total Contract term of seven (7) years and six (6) months. Each such option and extension shall be exercised at the sole unilateral discretion of the Director of ISD or designee.
- 4.3 The Contractor shall notify ISD when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to County's Project Director at the address herein provided in Exhibit E - County's Administration.
- 4.4 Contractor shall create and furnish a phase-out transition of Services plan no later than 120 business days prior to the expiration of the term of this Contract as provided for hereinabove.
- 4.5 As used in this Contract, "term of this Contract", "Contract term" or words of similar import shall mean the term of this Contract as extended from time to time as provided for hereinabove.

5.0 PRICING, INVOICING AND PAYMENTS

5.1 Pricing Schedule

Exhibit B – Pricing Schedule (as amended from time to time in accordance with the terms hereof, "Pricing Schedule"), sets forth the maximum pricing available to County during the term of this Contract for Contractor's provision of the tasks, deliverables, goods, Services and other work described generally in the Pricing Schedule and Contractor's Proposal.

All tasks required to perform the tasks, deliverables, goods, Services and other work required pursuant to the Work Order Releases shall be at the sole cost of the Contractor other than where items and/or services are identified with specific rates in the Pricing Schedule.

The rates set forth in the Pricing Schedule may not be increased during the term of this Contract, including, without limitation, any optional extensions under Subparagraph 4.2. Contractor and County shall evaluate, on a semi-annual basis, the cumulative dollar volume of Transactions processed under all then-existing Work Order Releases. In the event that any such evaluation reveals a substantial increase in the cumulative dollar volume of Transactions processed since the prior evaluation or since the effective date of this Contract, then, at County's sole option, Contractor shall prepare in good faith a draft pricing schedule which amends the Pricing Schedule to restate all per-transaction rates listed thereon so that such rates are available to County on a discounted volume and/or tiered per-transaction basis. Such discounted volume and/or tiered per-transaction rates shall be prepared using reasonable assumptions regarding County's future Transaction processing (in light of County's then-current Transaction processing history) and shall be at least commensurate with the prevailing discounted volume and/or tiered per-transaction rates Contractor offers its then-current and potential non-County government clients. Upon approval by County in accordance with Subparagraph

8.4.3, such amended pricing schedule shall automatically constitute the Pricing Schedule under this Contract for all purposes.

5.2 No Payment for Services Provided Following Expiration/Termination of Contract

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any Service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.3 Invoices and Payments

5.3.1 Without limiting the other provisions of this Contract, during the term of this Contract, Contractor shall only invoice, and County shall only be obligated to pay, for tasks, deliverables, goods, Services, and other work (a) which are specifically identified in a Work Order Release executed and approved in accordance with Paragraph 3.0 – Work and (b) the pricing of which does not exceed the applicable pricing set forth in the Pricing Schedule. Further, for each Work Order Release, Contractor shall separately invoice County in accordance with the individual Work Order Release.

5.3.2 Contractor invoices under this Contract shall be submitted in duplicate to the address(es) set forth in the applicable Work Order Release.

5.3.3 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed or goods delivered, nor for any incidental or administrative expenses

whatsoever incurred in or incidental to performance hereunder, except as expressly specified herein.

5.3.4 For each Work Order Release:

- (a) The Contractor shall invoice the applicable Included Department only for providing the tasks, deliverables, goods, Services, and other work specified in such Work Order Release;
- (b) The Contractor's invoices shall be priced in accordance with such Work Order Release;
- (c) The Contractor's invoices shall contain the information set forth in such Work Order Release, including the work order number and the description of tasks, deliverables, goods, Services, work hours and/or other work for which payment is claimed; and
- (d) The Contractor shall submit invoices to the applicable Department Project Manager by the 15th calendar day of the month following the month of service for on-going Services.
- (e) The Contractor shall submit invoices for one time Services to the applicable Department Project Manager in accordance with the applicable Work Order Release.

5. 4 **Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the applicable Department Project Manager prior to any payment thereof except for discount fees (credit/debit card processing fees) that Contractor is authorized to charge directly to a County designated bank account via ACH Debit. However, the applicable Department Project Manager may dispute all or any portion of the invoice for such discount fees within 30 days of receiving the invoice. Any such disputes shall be resolved by Contractor within 15 days of receipt of the written dispute. In no event shall the County be liable or responsible for any payment, except for discount fees, prior to such written approval. Approval for payment will not be unreasonably

withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

A listing of all County Administration referenced in the following Sub-paragraphs (other than the Department Project Managers) are designated in Exhibit E – County's Administration. For each Included Department, the Department Project Manager shall be designated in the applicable Work Order Release. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director

The County Project Director or designee is the County's chief contact person with respect to administration of this Contract. The County Project Director has authority to resolve disputes between County and Contractor, execute and approve Work Order Releases and manage Contractor and County relations. Responsibilities of the County Project Director include:

- Ensuring that the objectives of this Contract are met;
- Making changes in the terms and conditions of this Contract in accordance with Subparagraph 8.4 – Change Notices and Amendments; and
- Providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 Department's Project Managers

For each Included Department, the Department Project Manager is assigned by the applicable Included Department Director or, if not so designated, by the County Project Director or designee. The Department Project Managers act as individual Included Department liaison and coordinator for their respective Included Department. The responsibilities of the Department Project Managers include:

- Meeting with the Contractor Account Manager when required;

- Execute their respective Included Department's Work Order Release;
- Coordinating and monitoring Contractor's work under their respective Included Department's Work Order Releases;
- Inspecting any and all tasks, deliverables, goods, Services, or other work provided by or on behalf of the Contractor for their respective Included Department's Work Order Releases;
- Reviewing and approving Contractor invoices for their respective Work Order Releases.

The Department Project Managers are not authorized to make any changes in any of the terms and conditions of this Contract and are not authorized to further obligate County in any respect whatsoever.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Project Director

7.1.1 The Contractor Project Director is designated in Exhibit F – Contractor's Administration. The Contractor shall notify the County Project Director in writing of any change in the name or address of the Contractor Project Director.

7.1.2 The Contractor Project Director shall be responsible for the Contractor's performance of all of the tasks, deliverables, goods, Services and other work under the Work Order Releases and ensuring Contractor's compliance with this Contract generally. The Contractor Project Director additionally shall be responsible for executing and approving Work Order Releases on Contractor's behalf.

7.2 Contractor's Account Manager

7.2.1 The Contractor Account Manager is designated in Exhibit F– Contractor's Administration. The Contractor shall notify the County Project Director in writing of any change in the name or address of the Contractor's Account Manager.

7.2.2 The Contractor's Account Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall communicate with Department Project Managers on a regular basis.

7.3 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor Project Director and Account Manager.

7.4 Background and Security Investigations

7.4.1 At any time prior to or during the term of this Contract, the County may require that all Contractor's staff performing work under this Contract undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the Contractor, in an amount not to exceed \$50/person regardless if the Contractor's staff passes or fails the background clearance investigation. This background check is in addition to and in no way in lieu of any and all Contractor background criminal and credit checks required as a condition of being employed by Contractor.

7.4.2 County may request that the Contractor's staff be immediately removed from working on this Contract at any time during the term of this Contract. County will not provide to the Contractor or to the Contractor's staff any information obtained through the County conducted background clearance.

- 7.4.3 County may immediately, at the sole discretion of the County, deny or terminate facility access to the Contractor's staff that does not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access.
- 7.4.4 Disqualification, if any, of the Contractor's staff, pursuant to this Subparagraph 7.4, shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

- 7.5.1 Contractor shall maintain the confidentiality of all records obtained from the County under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives and all Card Issuer and Association Rules, in each case, relating to confidentiality.
- 7.5.2 Contractor shall inform all of its officers, employees, agents and subcontractors providing Services hereunder of the confidentiality provisions of this Contract.
- 7.5.3 Contractor shall sign and adhere to the provisions of Exhibit G1, "Contractor Acknowledgement, Confidentiality and Copyright Agreement". Contractor's Project Director and Account Manager shall sign and adhere to the provisions of Exhibit G2, "Contractor Employee Acknowledgement, Confidentiality and Copyright Agreement".
- 7.5.4 Contractor employees and non-employees, at time of Work Order Release execution, may be required to sign Exhibit G2 or Exhibit G3, as appropriate. Such said requirement shall be at the sole and unilateral discretion of Departments Project Manager.

8.0 STANDARD TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION

- 8.1.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Subparagraph, County consent shall require a written Amendment to this Contract, which is formally approved and executed by the parties, in accordance with Subparagraph 8.4.2. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.1.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest them of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.1.3 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, without County's express prior written approval, shall be a material

breach of the Contract, which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.2 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.3 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any Fiscal Year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that Fiscal Year and any subsequent Fiscal Year during the term of this Contract (including, without limitation, any optional extensions under Subparagraph 4.2), and the Services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the Services and other work required under all Work Order Releases.

8.4 CHANGE ORDERS, NOTICES AND AMENDMENTS

No representative of either County or Contractor, including those named in this Contract, is authorized to make any changes in any of the terms, obligations or conditions of this Agreement, except through the procedures set forth in this Paragraph and as expressly set forth in

Exhibit A. County reserves the right to change any portion of the tasks, deliverables, goods, Services or other work required under this Contract, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished through "Change Orders", "Change Notices" and "Amendments", as applicable, in the following manner:

- 8.4.1 Any change which does not materially affect the scope of work, period of performance, payments, or any other term or condition included under this Contract, a Change Notice shall be executed by both the County Project Director and Contractor Project Director.
- 8.4.2 Any change to a Work Order Release(s), a Change Order shall be executed by the County Project Director or designee, Department Project Manager and Contractor Project Director.
- 8.4.3 Any change which materially affects the scope of work, period of performance, payments, or any other term or condition under this Contract, including but not limited to any change which (a) modifies the Contractor's Proposal to add new Services or add new materials and/or features to existing Services and/or modifies the Pricing Schedule to add new pricing or decrease existing pricing, an Amendment shall be executed by both the Director of ISD or designee and Contractor.

Any change that (i) modifies this Subparagraph, (ii) extends the term of this Contract beyond that authorized as of the effective date of this Contract under Paragraph 4.0 – Term of the Contract, (iii) provides an approval under Sub-paragraph 8.1 – Assignment and Delegation and/or (iv) amends the Pricing Schedule to increase any of the rates set forth therein, in each case, shall be executed by County's Board of Supervisors and Contractor.

- 8.4.4 Notwithstanding Subparagraph 8.4.1 or 8.4.3, but without limiting 8.4.3(iv), changes to the Pricing Schedule described in Subparagraph 5.1 – Pricing Schedule shall be accomplished with an Amendment executed by Director of ISD or designee and Contractor.
- 8.4.5 The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director of ISD or designee.
- 8.4.6 Notwithstanding Subparagraph 8.4.1 or 8.4.3, the Director of ISD may at his sole discretion authorize extensions of provided for under Subparagraph 4.2. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director of ISD or designee.

8.5 INTENTIONALLY OMITTED

8.6 COMPLIANCE WITH APPLICABLE LAW

- 8.6.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all Card Issuer and Association Rules, in each case, as from time to time in effect. All provisions from time to time required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 The Contractor shall indemnify and hold harmless the Indemnified Parties under Subparagraph 8.22 – Indemnification from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations and Card Issuer and Association Rules.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached in Exhibit H and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program

(Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this Subparagraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work

hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Subparagraph shall be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the Services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN)

Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if County's Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the applicable Included Department will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the applicable Included Department shall be provided an

opportunity to object to the tentative proposed decision prior to its presentation to County's Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to County's Board of Supervisors. County's Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and

includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to County's Board of Supervisors. County's Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County contractors, including, without limitation, Contractor.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors with offices in California to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors with offices in California, if any, to post this poster in a prominent position in the subcontractors' place of

business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of this Contract in jeopardy if not corrected

will be reported to County's Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor shall indemnify, defend, and hold harmless, the Indemnified Parties under Subparagraph 8.22 – Indemnification from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices, Change Orders and Amendments prepared pursuant to Subparagraph 8.4 or on Work Order Releases under Paragraph 3.0 – Work, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices, Amendments, Work Order Releases and Change Orders to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of “original” versions of such documents.

8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, as in effect from time to time, and shall indemnify, defend, and hold harmless the Indemnified Parties under Subparagraph 8.22 – Indemnification from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. Without limiting the foregoing, Contractor and County intend that this Contract shall be subject to the provisions of the Uniform Commercial Code as enacted in California, and the parties hereto shall retain all of their rights and remedies thereunder. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.21 INDEPENDENT CONTRACTOR STATUS

8.21.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.21.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor

shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, officials, employees, and agents (collectively, "Indemnified Parties") from and against any and all liability, including but not limited to demands, claims, actions, fees, fines, penalties, assessments, costs, and expenses (including, without limitation, attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract. Without limiting the generality of the foregoing, the Contractor's indemnification obligation extends to any fines, penalties and/or assessments imposed upon any Indemnified Party, including, without limitation, for failure to comply with the terms and conditions of this Contract, including, without limitation, service level standards set forth in Exhibit A – Service Level Agreement Matrix.

8.23 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the Indemnified Parties and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

8.23.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

ISD, 1100 N. Eastern Ave., Los Angeles, CA 90063

Attn: Kathy Hanks, Division Manager, Contracting Division

prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles and the other Indemnified Parties as insured for all activities arising from this Contract; and

Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.23.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

8.23.3 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute

a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

8.23.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County “Non-employee Injury Report” to the appropriate County Department Project Manager with a copy to the County Project Director.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

8.23.5 Compensation for County Costs: In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to

comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

8.23.6 Insurance Coverage Requirements for Subcontractors:

The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The Contractor providing evidence of insurance covering the activities of subcontractors, or
- The Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

8.24 INSURANCE COVERAGE REQUIREMENTS

8.24.1 General Liability insurance written on ISO policy form CG 00

01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.24.2 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto”.

8.24.3 Workers’ Compensation and Employers’ Liability

insurance providing workers’ compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor’s employees will be engaged in maritime employment, coverage shall provide workers’ compensation

benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

8.24.4 Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

8.25 LIQUIDATED DAMAGES; WITHHOLD OF PAYMENTS

8.25.1 If, in the judgment of the Director of ISD, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, after giving effect to any applicable cure periods expressly specified herein, the Director of ISD, or designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the Contractor from the County will be forwarded to the Contractor by the Director of ISD or designee, in a written notice describing the reasons for said action.

8.25.2 If the Director of ISD determines that there are deficiencies in the performance of this Contract that the Director of ISD deems are correctable by the Contractor over a certain time

span, the Director of ISD will provide a written notice to the Contractor to correct the deficiency within specified time frames, it being understood that with respect to the service level standards set forth on Exhibit A – Service Level Agreement Matrix, said specified time frames are set forth in such Exhibit. Should the Contractor fail to correct deficiencies within said time frame, the Director of ISD may:

(a) Exercise County's right to withhold payment under Subparagraph 8.25.1;

(b) With respect to deficiencies in the service level standards set forth Exhibit A – Service Level Agreement Matrix, assess Contractor for the applicable liquidated damages specified in such Exhibit; and/or

(c) Upon giving five (5) days notice to the Contractor of its failure to correct the deficiencies within the time frames specified in the Director of ISD's initial written notice under this Subparagraph 8.25.2, correct or arrange for the correction of any and all deficiencies and deduct and forfeit the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, from the payments otherwise due to Contractor hereunder.

8.25.3 With respect to deficiencies in the service level standards set forth in Exhibit A – Service Level Agreement Matrix, the parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages to County or any Included Department thereof resulting from the failure of the Contractor to correct such deficiencies within the applicable time frames specified in such Exhibit. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is outlined in Exhibit A – Service Level Agreement

Matrix with respect to each service level standard, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payments otherwise due to the Contractor hereunder or, in the event that such payments are not sufficient to cover all or any portion of the liquidated damages assessed hereunder, paid in cash by Contractor to County forthwith upon County's assessment thereof.

8.25.4 The actions noted in Subparagraphs 8.25.2(b) and (c) shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.25.5 This Subparagraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in Exhibit A – Service Level Agreement Matrix, or Subparagraph 8.25.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.26 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.27.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or

mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.27.2 The Contractor shall certify to, and comply with, the provisions of the Required Forms, Contractor's EEO Certification, included in Contractor's Proposal.

8.27.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.27.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

- 8.27.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Subparagraph 8.27 when so requested by the County.
- 8.27.7 If the County finds that any provisions of this Sub-paragraph 8.27 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.28 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the County, any Included Department or any Department thereof from acquiring similar, equal or like goods and/or services from other entities or sources.

8.29 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party (Contractor shall provide notice to both the respective Department Project Manager and to the County Project Director).

8.30 DISPUTE RESOLUTION PROCEDURE

8.30.1 Contractor and County agree to act promptly and diligently to mutually resolve any disputes which may arise with respect to this Contract. All such disputes shall be subject to the provisions of this Subparagraph 8.30.

8.30.2 Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder. If Contractor fails to continue without delay its performance hereunder which County, in its reasonable discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor as such are mutually agreed by County and Contractor, and Contractor shall make no claim whatsoever against County for such costs. The cost incurred by County shall not exceed the fair market cost of performing the required action. County shall be entitled to the actual costs of goods, Services, and/or other work provided under this Subparagraph in an emergency situation(s). Contractor shall promptly reimburse County for such County costs, as determined by County, or County may deduct all such additional costs from any amounts due to

Contractor from County, whether under this Contract or otherwise.

8.30.3 In the event of any dispute between the parties with respect to this Contract, Contractor and County shall submit the matter to the Contractor Account Manager and appropriate Department Project Manager respectively for the purpose of endeavoring to resolve such dispute.

8.30.4 In the event that the Contractor Account Manager and such Department Project Manager are unable to resolve the dispute within a reasonable time not to exceed five (5) business days from the date of submission of the dispute to them, then the matter shall immediately be submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.

8.30.5 In the event that the Project Directors are unable to resolve the dispute within a reasonable time not to exceed five (5) business days from the date of submission of the dispute to them, then the matter shall immediately be submitted to Contractor's Vice President and to Director of ISD for further consideration and discussion to attempt to resolve the dispute.

8.30.6 In the event that Contractor's Vice President and Director of ISD are unable to resolve the dispute within a reasonable time not to exceed ten (10) business days or as otherwise agreed to in writing, from the date of submission of the dispute to them, then each party may assert its other rights and remedies provided under this Contract and/or its rights and remedies as provided by law.

8.30.7 All disputes utilizing this dispute resolution procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all levels

described in this Subparagraph 8.30, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone.

8.30.8 Notwithstanding any other provision of this Contract, County's right to terminate this Contract pursuant to Sub-paragraph 8.44 – Termination for Insolvency, Subparagraph 8.42 – Termination for Default, or any other termination provision hereunder, and County's right to seek injunctive relief to enforce the provisions of Subparagraph 7.5 – Confidentiality shall not be subject to this dispute resolution procedure. The preceding sentence is intended only as a clarification of parties' rights, and shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

8.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.32 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its California based employees, and shall require each California based subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.33 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be sent via fax, electronic mail, hand delivered with signed receipt, or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E – County’s Administration and F – Contractor’s Administration or, in the case of Included Departments only, in the applicable Work Order Release. Notice shall be deemed delivered, as applicable, (a) on the date of the fax or electronic mail, (b) at the time of signed receipt by hand delivery and (c) 3 days after deposit in the U.S. mail. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director of ISD or designee will have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.34 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.35 PUBLIC RECORDS ACT

8.35.1 Any documents submitted by the Contractor, all information obtained in connection with the County’s right to audit and inspect the Contractor’s documents, books, and accounting records pursuant to Subparagraph 8.37 – Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter

of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.35.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.36 PUBLICITY

8.36.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project

Director. The County shall not unreasonably withhold written consent.

8.36.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.36 shall apply.

8.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. Without limiting any records retention requirements set forth in Exhibit A – Service Level Agreement Matrix, all such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.37.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.37.2 Failure on the part of the Contractor to comply with any of the provisions of this Subparagraph 8.37 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.37.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.38 RECYCLED BOND PAPER

Consistent with County's Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.39 SUBCONTRACTING

8.39.1 The requirements of this Contract may not be subcontracted by the Contractor without the advance written approval of the County. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract. County hereby consents to the Paymentech, L.P. ("Paymentech"), Submitter Merchant Agreement among County, Contractor and Paymentech ("Paymentech Merchant Agreement") and the Agreement regarding Subcontracting Services between Contractor and Paymentech ("Paymentech Subcontract", together with the Paymentech Merchant Agreement, the "Paymentech Agreements") in the form attached hereto as Exhibit J – Paymentech Agreements.

8.39.2 If the Contractor desires to subcontract, the Contractor shall notify County and shall provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.39.3 The Contractor shall indemnify, defend and hold the Indemnified Parties harmless under Subparagraph 8.22 – Indemnification with respect to the activities of each and every subcontractor, including, without limitation, Paymentech, in the

same manner and to the same degree as if such subcontractor(s) were Contractor employees. Without limiting the generality of the foregoing, the Contractor's indemnification obligation extends to the noncompliance with Subparagraph 8.39.8.

- 8.39.4 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.39.5 The Director ISD or designee, is authorized to act for and on behalf of the County with respect to approval of any subcontract.
- 8.39.6 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.39.7 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to ISD, 1100 N. Eastern Ave., Los Angeles, CA 90063 Attn: Division Manager, Contracting Division, before any subcontractor employee may perform any work hereunder.
- 8.39.8 Notwithstanding anything to the contrary set forth in this Contract, the Paymentech Agreements or any other subcontract from time to time consented to by County hereunder, and notwithstanding County's approval of any such subcontract, the Contractor is and shall remain solely and fully

responsible for the provision of all tasks, deliverables, goods, Services and other work required under the Work Order Releases, as well as for the full performance and compliance with all other terms and conditions of this Contract, including, without limitation, with respect to work that the Contractor has determined to subcontract. Without limiting the generality of the foregoing, the Contractor acknowledges and agrees that although there may be a quantitative or qualitative difference between the obligations and/or service level standards of a subcontractor set forth in one or more subcontracts, including, without limitation, in the Paymentech Agreements, and the corresponding obligations and/or service level standards of the Contractor set forth herein, the Contractor shall be solely and fully responsible for performance of and/or compliance with the obligations and service level standards set forth herein. Without limiting the generality of the foregoing, the Contractor further acknowledges and agrees that notwithstanding anything to the contrary set forth in the Paymentech Merchant Agreement, part of the tasks, deliverables, goods, Services and other work County has engaged Contractor to perform hereunder are the obligations identified in the Paymentech Merchant Agreement to be performed either by "Link2Gov [Contractor]" or "by you [County] or by Link2Gov on your [County's] behalf" or words of similar import and, accordingly, Contractor is and shall remain solely and fully responsible for performance of and/or compliance with such obligations.

8.40 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Subparagraph 8.14 - Contractor's Warranty of Adherence to

County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Subparagraph 8.42 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.41 TERMINATION FOR CONVENIENCE

8.41.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.41.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Subparagraph 8.37 – Record Retention & Inspection/Audit Settlement and Exhibit A – Service Level Agreement Matrix.

8.42 TERMINATION FOR DEFAULT

8.42.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County Project Director:

- Contractor has materially breached this Contract or any Work Order Release thereunder; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, Service, or other work required under any Work Order Release; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract or any Work Order Release thereunder, or of any obligations of this Contract or any Work Order Release thereunder and in either case, fails to demonstrate convincing progress toward a cure within five (5) business days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.42.2 In the event that the County terminates this Contract in whole or in part as provided in Subparagraph 8.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Subparagraph.

8.42.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Subparagraph 8.42.2 if its failure to perform

this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and such subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Subparagraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.42.4 If, after the County has given notice of termination under the provisions of this Subparagraph 8.42, it is determined by the County that the Contractor was not in default under the provisions of this Subparagraph 8.42, or that the default was excusable under the provisions of Sub-paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subparagraph 8.41 - Termination for Convenience.

8.42.5 The rights and remedies of the County provided in this Subparagraph 8.42 shall not be exclusive and are in addition

to any other rights and remedies provided by law or under this Contract.

8.43 TERMINATION FOR IMPROPER CONSIDERATION

8.43.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.43.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.43.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.44 TERMINATION FOR INSOLVENCY

8.44.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or

not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code; or

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a receiver or trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.44.2 The rights and remedies of the County provided in this Subparagraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future Fiscal Years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's budget for each such future Fiscal Year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last

Fiscal Year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.47 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.48 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.49 WARRANTY AGAINST CONTINGENT FEES

8.49.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.49.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.50 PROPRIETARY CONSIDERATIONS

8.50.1 Ownership of Applications and Other County Materials

County shall own all Applications and each new release with respect thereto, including, without limitation, Standard Applications and Custom Applications from time to time developed and/or implemented by Contractor hereunder. County additionally shall own all materials, plans, reports, acceptance test criteria, acceptance test plans, the project control documents, training materials, departmental procedures and processes, deliverables, data and any other information developed by County or by Contractor pursuant to and for delivery to County under this Contract, and all copyrights, patent rights, trade secret rights and other proprietary rights therein (collectively with the Applications, "County Materials"). Contractor hereby assigns and transfers to County all of Contractor's right, title, and interest in and to all County Materials existing on the date hereof and hereafter developed under this Contract. Title to each component of the County Materials hereafter developed under this Contract shall automatically transfer to County upon creation thereof. Notwithstanding such ownership, but without limiting Contractor's other records retention obligations under this Contract, Contractor may retain its working papers, provided that Contractor shall maintain such working papers during the term of this Contract and for a minimum of five (5) years subsequent to the term of this Contract and, during such time, County shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

8.50.2 Delivery of Source Code and Related Documentation

Contractor shall delivery to County full and complete copies of all Source Code and Related Documentation for each Application and each new release with respect thereto, in each case, in accordance with Exhibit A – Service Level Agreement Matrix.

8.50.3 Transfer to County

Upon request of County, Contractor shall execute all documents requested by County and shall perform all other acts requested by County to assign and transfer to, and vest in, County all Contractor's right, title and interest in and to the County Materials. County shall have the right to register all copyrights and patents in the name of County of Los Angeles. Further, County shall have the right to assign, license or otherwise transfer any and all County's right, title and interest, including, but not limited to, copyrights and patents, in and to the County Materials.

8.50.4 Copyright Notice

As requested in writing by County Project Director, Contractor shall affix the following notice to County Materials developed under this Contract: "©Copyright 200_ (or such other date of first publication), County of Los Angeles. All rights reserved". Contractor shall affix such notice as directed by County.

8.51 INTELLECTUAL PROPERTY INDEMNIFICATION

8.51.1 Contractor represents and warrants: (i) that Contractor has the full power and authority to grant the ownership and other rights granted by this Contract to County; (ii) that no consent of any other person or entity is required by Contractor to grant such rights other than consents that have been obtained and are in effect; (iii) that County is entitled to use the Contractor-developed Applications and the product of Services acquired

hereunder without interruption, subject only to County's obligation to make the required payments under this Contract; (iv) that this Contract, the Contractor-developed Applications and the product of Services acquired hereunder, are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Contractor's creditors; (v) that during the term of this Contract, Contractor shall not subordinate this Contract or any of its rights hereunder to any third party without the prior written consent of County, and without providing in such subordination instrument for non-disturbance of County's use of Contractor-developed Applications and product of the Services acquired hereunder (or any part thereof) in accordance with this Contract; and (vi) that neither the performance of this Contract by Contractor, nor the ownership by, and use by, County and its users of Contractor-developed Applications and the product of Services hereunder in accordance with this Contract will in any way violate any non-disclosure agreement, nor constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, or other rights of any third party.

8.51.2 Contractor shall indemnify, hold harmless and defend the Indemnified Parties from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees and attorney's fees, as such are incurred, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure or misappropriation, arising from or related to Contractor-developed Applications or the product of Services acquired

hereunder or the operation and utilization of Contractor's work under this Contract (hereafter collectively "Infringement Claim(s)"). Any legal defense pursuant to Contractor's indemnification obligations under this Subparagraph 8.51 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County in writing. Notwithstanding the foregoing, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as required by law or this Contract, County shall be entitled to reimbursement for all such costs and expenses.

8.51.3 County shall notify Contractor, in writing, as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure. Upon such notice by, except that in the event Contractor fails to provide County with a full and adequate defense, as required by law or this Contract, County shall be entitled to reimbursement for all such costs and expenses, Contractor shall, at no cost to County, as remedial measures, either: (i) procure the right, by license or otherwise, for County to continue to use the Contractor-developed Applications or the product of Services acquired hereunder, or part(s) or component(s) thereof, to the same extent of County's ownership rights under this Contract; or (ii) to the extent Contractor is unable to procure such right, replace or modify the Contractor-developed Applications or product of the Services acquired hereunder, or part(s) or component(s) thereof, with another software or product of Services, or part(s) or component(s) thereof, of at least equivalent quality and performance capabilities, in County's determination, until it is determined by County that the Contractor-developed

Applications, product of Services acquired hereunder and all parts and components become non-infringing, non-misappropriating and non-disclosing.

8.52 SURVIVAL

The following Paragraphs shall survive expiration or termination of this Contract: 1, 2, 5, 8.16, 8.22, 8.23, 8.25.2 (regarding service levels which survive under Exhibit A – Service Level Agreement Matrix), 8.30, 8.33, 8.35, 8.36, 8.37, 8.38.3, 8.39.8, 8.50, 8.51 and 8.52. The following service level matrix numbers shall survive expiration or termination of this Contract: 13, 29, 30, 37, 38, 40, 41, 42 and 57.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors, has caused this Contract to be executed on its behalf by the Mayor of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: MARSHALL &
ILSLEY CORPORATION.

By _____

Printed Name _____

Title _____

CONTRACTOR: LINK2GOV
CORPORATION.

By _____

Printed Name _____

Title _____

ATTEST:

Joanne Sturges
Acting Executive Officer-Clerk
of the Board of Supervisors

By _____

APPROVED AS TO FORM:
Raymond G. Fortner, Jr.
County Counsel

COUNTY OF LOS ANGELES

By _____

Associate County Counsel

By _____

Mayor, Board of Supervisors

EXHIBIT A

SERVICE LEVEL AGREEMENT (SLA) MATRIX

This Exhibit is attached to and forms a part of that certain Contract No. [] for Electronic Payment and Credit/Debit Card Payment Processing Services (as amended from time to time, this "Contract"), between County of Los Angeles ("County") and Link2Gov Corp and Marshall & Ilsley Corporation (jointly and severally, "Contractor"). Capitalized terms used herein without definition have the meanings given to such terms in the body of this Contract.

County and Contractor agree that for all purposes under this Contract, including this Exhibit:

- Contractor's compliance with the service level requirements, and any liquidated damages associated with Contractor's non-compliance therewith, are assessed on a Work Order Release-by-Work Order Release basis, unless otherwise expressly noted.
- Use of the word "occurrence" in this Exhibit refers to Contractor's non-compliance with a particular service level requirement.
- Use of the word "uptime" in this Exhibit refers to Contractor's systems up and operational in all methods required to provide County with Services set forth in Contract.
- Use of the word "system" in this Exhibit refers to the entire system end-to-end, including the Merchant Commerce System Layer/Storefront (Layer 1) through Gateway (Layer 2) through Payment Processor (Layer 3).
- Use of the word "Evidence" in this Exhibit refers to reports, documentation, certificates, system logs, etc. used by Contractor to prove service level Requirements of this Exhibit are being met to the satisfaction of the County. County shall have sole discretion if Evidence is acceptable and acts as proof that the service level was met.
- Use of the words "Banking Days" in this Exhibit and in the body of the Contract shall mean each weekday, Monday through Friday, which is not a holiday of the Federal Reserve System.
- Repeat of the same occurrence within 24 hours of occurrence cure shall be considered as same occurrence which was not appropriately cured, unless otherwise expressly noted.
- Use of the word "Production", whether or not capitalized, in this Exhibit means production environment and use of the word "Test", whether or not capitalized, in this Exhibit means testing environment.
- All cure periods specified below can be extended on an individual case basis if approved in writing by the County Project Director or designee, in the sole and unilateral discretion of such person. E-mail and fax are accepted as written approval. Any such extension shall be strictly limited and shall not obligate County in any respect to grant any future extension.
- All cure periods begin from time of notification to the Contractor. Notification is considered as County written notification or Contractor self identification of occurrence.
- If at any time and from time to time the American Express, Discover and/or Association Rules require more stringent service levels than those set forth in this Exhibit, then the service levels set forth in this Exhibit shall automatically be deemed to match the American Express, Discover and/or Association Rules as appropriate, without any further action from any person or entity.
- As with all of the other terms and conditions of this Contract, Contractor is obligated to continually monitor its compliance with the service level requirements set forth in this Exhibit. The use of periodic third party and Contractor reports as a monitoring method is intended as a formal communication mechanism and does not in any manner alleviate such duty (or Contractor's duty to remedy non-compliance within the applicable cure periods set forth in this Exhibit).
- Liquidated damage assessments do not begin until after tolling of any applicable cure period (including as extended by County Project Director, as provided above), unless otherwise expressly noted.

- All service levels will be reported on and monitored monthly and measured against the service percent requirement quarterly unless otherwise expressly noted. Liquidated damages shall be payable by Contractor, in Director of ISD's sole and unilateral discretion, either (a) as a reduction of the amounts otherwise payable by County to Contractor under this Contract or (b) in cash forthwith upon County's assessment thereof, or a combination thereof.
- All Contractor authored reports delivered by Contractor under this Contract shall be accompanied by a written certification from Contractor's Project Director or Account Manager that such report is true and accurate. All 3rd party authored audits and other reports delivered by Contractor under this Contract shall be accompanied by a written certification of an authorized officer of Contractor that such audit or other report is a true and accurate copy of such 3rd party audit or other report as originally delivered to Contractor by such 3rd party.
- County reserves the right to assess liquidated damages provided below at its sole and unilateral discretion and the non-assessment in connection with any one occurrence does not limit or void County's rights in any way to future assessments for like occurrences.
- References in the Proposal/Service Reference column of this Exhibit to "P[Number]" are made when possible to page numbers of Contractor's Proposal. The parties intend that the relevant information contained in Contractor's Proposal supplement the applicable service level requirements contained in this Exhibit, but that to the extent that there is a conflict between the service level requirement contained in this Exhibit and the corresponding information contained in Contractor's Proposal, the service level requirement contained in this Exhibit shall control.
- Contractor's indemnification obligations specified in the body of this Contract shall extend to Contractor's failure to fully and/or timely comply with all of the service level requirements set forth in this Exhibit. Any mention or lack thereof, in the final column of this Exhibit of a specific indemnification obligation with respect to one or more service level requirements is intended merely to avoid doubt. This Exhibit shall not in any manner, restrict or limit Contractor's indemnification obligations under this Contract or County's right to seek and obtain damages at law for any breach of this Contract and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to in the body of this Contract.
- If any provision contained in any column or row of this Exhibit or the application of such provision to any person or circumstance is held invalid, the remainder of this Exhibit and the application of such provision to other persons or circumstances shall not be affected thereby.
- For the purposes of this Agreement, "upon County's request" is interpreted as the Contractor providing said Evidence within two business days of County's written request unless otherwise mutually agreed to in writing.
- For the purposes of this Exhibit and the monitoring of the service levels therein, Contractor shall consider County observation as true and accurate based on notification without requiring additional or further documentation and/or representation unless otherwise can be proven by Contractor's Evidence.
- Service levels apply to all Services provided by Contractor including IVR. Additionally, County and Contractor agree to in good faith negotiate and add IVR specific SLA's prior to execution of an Work Order Release for IVR Services.

At all times during the term of this Contract (and, as applicable, thereafter), Contractor agrees to fully and timely comply with the following:

SERVICE LEVEL NO.	PROPOSAL/ SERVICE REFERENCE	SERVICE LEVEL REQUIREMENT	MONITORING METHOD & SCHEDULE	SERVICE PERCENT & CURE PERIOD	LIQUIDATED DAMAGES TO BE ASSESSED/ IDENTIFICATION OF SPECIFIC INDEMNIFICATION OBLIGATION
1	Exhibit C, Contractor's Proposal System Uptime	Contractor shall maintain Production system uptime 99.9%	<ul style="list-style-type: none"> • 3rd party monitoring • Monthly Contractor self reporting which provides system, processor and 	100% Cure period: 30 minute to get system up	\$50 per occurrence per 4 hour period after cure period. Plus credit for each cumulative hour or fraction thereof during which the

SERVICE LEVEL NO.	PROPOSAL/ SERVICE REFERENCE	SERVICE LEVEL REQUIREMENT	MONITORING METHOD & SCHEDULE	SERVICE PERCENT & CURE PERIOD	LIQUIDATED DAMAGES TO BE ASSESSED/ IDENTIFICATION OF SPECIFIC INDEMNIFICATION OBLIGATION
			application utilization statistics <ul style="list-style-type: none"> County observation of production card processing transaction system uptime 		system is not up, an amount equal to the prorated charges for one day of all amounts otherwise payable to Contractor under this Contract on a monthly basis.
2	Exhibit C, Contractor's Proposal System Uptime	Contractor shall maintain production reporting system uptime 96% between the hours of 6am – 6pm Monday – Friday Pacific Time	<ul style="list-style-type: none"> 3rd party monitoring Monthly Contractor self reporting which provides system, processor and application utilization statistics. County observation of production reporting system uptime 	100% Cure period: 30 minute to get system up	\$50 per occurrence per 4 hour period after cure period, plus credit County for downtime for each cumulative hour of system unavailability or fraction thereof for a prorated charges for one day of monthly fee of Services
3	Exhibit C, Contractor's Proposal System Uptime	Contractor shall maintain test system uptime 96% between the hours of 6am – 6pm Monday – Friday Pacific Time. In the event of County emergency or County immediate requirement, Contractor shall make best efforts to make test system immediately available.	<ul style="list-style-type: none"> 3rd party monitoring Monthly Contractor self reporting which provides system, processor and application utilization statistics County observation of test system uptime 	100% Cure period: 30 minute to get system up	\$50 per occurrence per 4 hour period after cure period
4	Exhibit C, Contractor's Proposal System Testing	Contractor shall provide a testing environment mirroring the production environment. Contractor shall provide test card numbers and other necessary materials for the test.	<ul style="list-style-type: none"> County observation of submission and testing 	100%	\$100 per occurrence
5	Exhibit C, Contractor's Proposal	Contractor shall maintain production Secured File	<ul style="list-style-type: none"> 3rd party monitoring Upon County's request, Contractor shall provide report 	100% Cure period: 30 minute to get	\$50 per occurrence per 4 hour period after cure period

SERVICE LEVEL NO.	PROPOSAL/ SERVICE REFERENCE	SERVICE LEVEL REQUIREMENT	MONITORING METHOD & SCHEDULE	SERVICE PERCENT & CURE PERIOD	LIQUIDATED DAMAGES TO BE ASSESSED/ IDENTIFICATION OF SPECIFIC INDEMNIFICATION OBLIGATION
	System Uptime	Transfer Protocol (SFTP) system uptime 99.9%	which provides system, processor and application utilization statistics. <ul style="list-style-type: none"> County observation of production SFTP system uptime 	system up	
6	Exhibit C, Contractor's Proposal P26 Site Uptime	Contractor shall maintain no less than two fully redundant live and load balanced sites.	<ul style="list-style-type: none"> County's observation of operational secondary system if/when primary system is down. 	100% Cure period: 1 hour to reinstate live redundant sites	\$50 per occurrence per 4 hour period after cure period.
7	Exhibit C, Contractor's Proposal P37 System Uptime-Maintenance	Contractor shall provide written notification to County of scheduled maintenance and software releases that impact County Applications no less than one calendar week prior to commencement thereof.	County observation of receipt of per occurrence notification vs. commencement of scheduled maintenance.	100% Cure period: None	\$350 per occurrence of non notification or \$50 per day for each day less than one calendar week.
8	Exhibit C, Contractor's Proposal P37 System Uptime-Maintenance	Contractor shall perform maintenance between the hours of midnight and 5am Pacific Time (software releases are considered non-maintenance). Any non-maintenance performed outside of the hours of midnight and 5am shall cause NO downtime and shall not have any negative impact/ implication on the System. Additionally, with respect to the County's property tax program, Contractor shall not schedule or	<ul style="list-style-type: none"> County observation of per occurrence maintenance performance. Contractor per occurrence notification of scheduled maintenance 	100% Cure period: None	\$1000 per occurrence when maintenance and/or software release is performed not within approved or scheduled times or causes downtime or negative impact/implication on system, as applicable.

SERVICE LEVEL NO.	PROPOSAL/ SERVICE REFERENCE	SERVICE LEVEL REQUIREMENT	MONITORING METHOD & SCHEDULE	SERVICE PERCENT & CURE PERIOD	LIQUIDATED DAMAGES TO BE ASSESSED/ IDENTIFICATION OF SPECIFIC INDEMNIFICATION OBLIGATION
		perform any maintenance or non-maintenance on December 10th or April 10th and the immediately preceding and immediately following two (2) Banking days.			
9	Exhibit C, Contractor's Proposal P26 System Uptime	Contractor shall undergo no less than two (2) annual external audits to be conducted by reputable 3 rd party audit company/ companies and one of which must illustrate annual Payment Card Industry (PCI) compliance. Contractor shall then provide County a letter no later than 30 days after receipt of audit findings, certifying as to the date of such findings and as to whether it passed or failed, as appropriate, audit, internal or 3 rd party, including non-County client required audits, hired audit/testing vendors and VISA/MC required audits.	County per occurrence observation of content and receipt of letter vs. date of report findings.	100% Cure period: None	\$1000 per audit if less than two annual audits conducted. \$100 per letter per audit if not received by County within service level.
10	Exhibit C, Contractor's Proposal P37 System Uptime-Maintenance	Contractor to provide written notification of regular software/product upgrade no less than three months prior to planned deployment in production if it requires	<ul style="list-style-type: none"> • Receipt of notification including impact analysis in terms of what, how, when, etc. • County observation 	100%	\$50 per occurrence when notification is given less than one week prior to service disruption. \$1000 per occurrence when no notification is given prior to service disruption.

SERVICE LEVEL NO.	PROPOSAL/ SERVICE REFERENCE	SERVICE LEVEL REQUIREMENT	MONITORING METHOD & SCHEDULE	SERVICE PERCENT & CURE PERIOD	LIQUIDATED DAMAGES TO BE ASSESSED/ IDENTIFICATION OF SPECIFIC INDEMNIFICATION OBLIGATION
		County to modify its application.	Per occurrence		
11	Exhibit C, Contractor's Proposal P37 System Uptime-Maintenance	Contractor to provide County a test environment & no less than 1 month acceptance testing time prior to deployment of any major software/product upgrade or new release.	<ul style="list-style-type: none"> County observation Contractor reporting Per occurrence	100%	\$50 per occurrence when notification is given less than one week prior to service disruption. \$1000 per occurrence when no notification is given prior to service disruption.
12	Exhibit C, Contractor's Proposal System Uptime Customer Service	Contractor shall provide notification to County designated staff regarding unscheduled system outage, component failure, or data loss no longer than one (1) hour after the incident is identified. The average wait time for problem escalation is as follows: <ul style="list-style-type: none"> critical or serious production problem shall not exceed 30 minutes Others shall not exceed 12 hours	<ul style="list-style-type: none"> County observation of problem escalation Evidence of compliance available upon County's request. 	98% Cure period: None	\$50 per occurrence below the success rate
13	Application Hosting	Contractor shall backup County data regularly based upon a mutually agreed upon interval to maintain system recoverability. Such mutually agreed upon interval shall be established in writing between Contractor and	<ul style="list-style-type: none"> Contractor back-up system logs at County's request. County observation 	100% Cure period: 4 hours	\$1000 per occurrence if and when application is not backed up and can not be recovered within cure period

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		each County Included Department.			
14	Application Hosting	Contractor shall deploy new release of the Application (once Application has been tested and accepted by County) within 1 business week of request from Department Project Manager or County Project Director.	Release date of new release vs. request date	100% Cure period: 4 hours past service level	\$50 per occurrence per day past cure period.
15	Exhibit C, Contractor's Proposal P29 Authorization Times	Contractor shall provide Transaction roundtrip (authorization, request & response) Authorization times which do not exceed 7 seconds, with high speed connection (DSL or faster). This is limited to functions within the Contractors control.	<ul style="list-style-type: none"> • Upon County's request, Contractor shall provide self reporting to include Transaction roundtrip times. • County observation of Transaction roundtrip times 	99.9% Cure period: None	\$50 per Transaction that falls short of service level.
16	Exhibit C, Contractor's Proposal P31 Convenience / Service Fee	Contractor shall support a fixed fee, variable fee or tiered method to compute a convenience / service fee, when/as requested. Such fee may be paid by the County, or a portion or the entire fee may be passed to the public, as long as fees comply with all Card Association, Card Issuer and National Automated Clearing House	County per occurrence observation of availability of such fee structure	100% Cure period: None	\$1000 per occurrence when Contractor does not provide requested fee structure

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		Association (NACHA) rules.			
17	Contractor's Specifications Layer 1 Services, 5 Page Application	Contractor shall complete development of 5-page Standard Application within four (4) calendar weeks beginning from the time development is approved in writing by Department Project Manager (DPM) or designee and ending when the Application is migrated to Contractor-provided County Customer Acceptance environment. "Customer Acceptance" environment is defined as an environment that enables the County to conduct quality assurance testing of the application. This is provided full specifications have been completed and mutually agreed upon by Department Project Manager and Contractor. Development costs and style sheet costs are waived for all Departments.	County observation of approval development by DPM vs. completion of such development Quarterly	99% of Applications on a quarterly basis Cure period: None	\$50 per Application per day past the four calendar week service level
18	Contractor's Specifications, Layer 1 Services, 3 Page Application	Contractor shall complete development of 3-page Standard Application within four (4) calendar	County observation of by approval of development by DPM vs. completion of such development	99% of Applications on a quarterly basis Cure period: None	\$50 per Application per day past the four calendar week service level

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		weeks beginning from the time development is approved in writing by County and ending when the Application is migrated to Contractor-provided Customer Acceptance environment. "Customer Acceptance" environment is defined as an environment that enables the County to conduct quality assurance testing of the Application. This is provided full specifications have been completed and mutually agreed upon by DPM or designee and Contractor. Development costs and style sheet costs are waived for all Departments.	Quarterly		
19	Contractor's Specifications, Layer 1 Services, Custom Application	Contractor shall complete development of the Custom Application by the mutually agreed upon date in the applicable Work Order Release.	County observation of full execution and approval of an applicable Work Order Release vs. completion of such development Quarterly	100% of Applications on a quarterly basis Cure period: None	\$50 per Application per day past the Work Order Release due date
20	Contractor's Specifications	Contractor shall provide up-to-date written product specifications within 2 business days of every product release and/or product specification change (includes all Contractor's	<ul style="list-style-type: none"> County observation of non-receipt of updated specifications vs. date of release or updated Specifications 	100% Cure period: 1 hour to provide specifications Per release - Quarterly	\$50 per release per day past the service level.

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		Specifications, documentation for County Applications developed by Contractor and other Related Documentation).			
21	Contractors Specification	Contractor shall provide 90 day warranty period from the time Application moves into production for all Application development, Custom or Standard prior to billing maintenance fee. Each such Application shall be free from Deficiencies. As used herein, "Deficiencies" means defect(s) in design, development, implementation, materials, and/or workmanship; error(s); omission(s); deviation(s) from published and/or mutually agreed upon standards; deviation(s) from any of the requirement(s) or any County-approved deliverable(s) or specifications under this Contract; and/or other problems which result in the Services not provided or Applications not performing in strict compliance with the	Review of Contractor invoice to insure no monthly fees until after the 90 day period.	100% Cure period: None	Credit of any and all maintenance fees charged prior to the completion of the 90 day warranty period and/or prorated credit for monthly maintenance fee during period of any found/identified deficiencies.

SERVICE LEVEL NO.	PROPOSAL/ SERVICE REFERENCE	SERVICE LEVEL REQUIREMENT	MONITORING METHOD & SCHEDULE	SERVICE PERCENT & CURE PERIOD	LIQUIDATED DAMAGES TO BE ASSESSED/ IDENTIFICATION OF SPECIFIC INDEMNIFICATION OBLIGATION
		provisions of this Contract, including, but not limited to, each Work Order Release, this Exhibit and Contractor's Proposal.			
22	Contractor's Specifications	Contractor shall provide a common portable media such as CD/DVD with Application Source Code and applicable Related Documentation to County Project Director upon completion of Application development and in no event later than when Application moves into production. Contractor shall provide media with Source Code for each new release deployed pursuant to the terms hereof concurrently with deployment thereof. This does not include any Contractor gateway code or any other Contractor proprietary code. It being understood that this restriction does not limit Contractor's obligation to provide Application Source Code it considers proprietary.	County per occurrence observation of receipt of media vs. movement of Application to production/development of new release	100% Cure period: <ul style="list-style-type: none"> • 10 business days after Application moves into production • 10 business days after deployment of new release 	\$50 per occurrence per day past cure period
23	Contractor's Specifications	For each Contractor-developed Custom	County observation of receipt of report or letter vs. completion of	100 % per Application deliver report	\$50 per occurrence per day past cure period

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	Application Report	Application, Contractor shall at its own expense, conduct an Application security risk assessment and shall prepare a written report of such assessment that includes the written code, techniques used and identification of any potential vulnerabilities. Contractor shall deliver the report to County within 5 business days of completion of Application development. For Contractor developed Standard Applications developed for the County, Contractor will provide quarterly security assessments and prepare a written report of such assessment that includes the written code, techniques used and identification of any potential vulnerability. Additionally, in connection with each security assessment described above, Contractor shall provide County a letter certifying that each Application is CISP and/or PCI compliant prior to Application release.	Application development Per Application Quarterly	Cure period: None	

SERVICE LEVEL NO.	PROPOSAL/ SERVICE REFERENCE	SERVICE LEVEL REQUIREMENT	MONITORING METHOD & SCHEDULE	SERVICE PERCENT & CURE PERIOD	LIQUIDATED DAMAGES TO BE ASSESSED/ IDENTIFICATION OF SPECIFIC INDEMNIFICATION OBLIGATION
24	Contractors Specifications Applications	As regular system maintenance (e.g., Microsoft patches, anti-viral protection, etc.) and Application-level modifications are performed, in order to maintain and validate appropriate security levels after these modifications occur, the Contractor shall perform a security assessment, at its own expense, and provide County a letter to the effect that the assessment was completed and passed security requirements, including but not limited to, CISP and PCI. Said letter shall be provided within 5 business days of assessment completion. The assessment will address potential vulnerabilities and risks that may exist in the Application prior to or after the performance of the aforementioned maintenance activities and the annual PCI security assessment.	County observation of receipt of security assessment findings letter vs. performance of maintenance	100% per maintenance per Application Cure period: None	\$50 per occurrence per day past cure period
25	Exhibit C, Contractor's Proposal P31	Contractor to provide no less than 6 user fields with no less than 50 characters	County per occurrence observation of availability for each requested use	100% Cure period: 2 business days	\$1000 per occurrence and \$200 per day past cure period.

SERVICE LEVEL NO.	PROPOSAL/ SERVICE REFERENCE	SERVICE LEVEL REQUIREMENT	MONITORING METHOD & SCHEDULE	SERVICE PERCENT & CURE PERIOD	LIQUIDATED DAMAGES TO BE ASSESSED/ IDENTIFICATION OF SPECIFIC INDEMNIFICATION OBLIGATION
	Remittance information, User fields and file creation and transmission	each to accept and save remittance information from a County merchant if requested by County during the authorization process from web-based, IVR and Contractor-provided kiosk Applications. Such remittance information shall be available in a daily file using industry standard file formats using agreed upon file transmission protocols.			
26	Exhibit C, Contractor's Proposal Security	Contractor shall comply with all security standards and guidelines that may be published from time to time by any Card Issuer or any Association, including, without limitation, the Visa U.S.A. Cardholder Information Security Program ("CISP"), PCI and all such standards and guidelines, collectively "Security Guidelines").	<ul style="list-style-type: none"> • Annual 3rd party PCI and other external security audit assessment reports • Monthly Contractor self reporting to include status of security compliance • County observation of compliance to security certification from Associations and Card Issuers. 	100% Cure period: None	The maximum fine assessed by the Card Issuer or Association per occurrence for being non-compliant with the security requirements plus refund of any other damages or loss of any kind or nature sustained by reason of such noncompliance.
27	Exhibit C, Contractor's Proposal P30 Security	Contractor shall be and remain a PCI certified service provider and also be certified by any other Card Issuers or Associations that have	<ul style="list-style-type: none"> • Annual 3rd party PCI and other external security audit assessment reports • Quarterly Contractor self reporting to include status of security compliance 	100% Cure period: 1 month to receive certification	\$10,000 per month past cure period until recertification obtained. Irrespective of whether the cure period has tolled \$10,000 per occurrence, or the maximum

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		mandatory security requirements with which Contractor must comply in order to perform the tasks, deliverables, goods, Services and other work from time to time under this Contract. Contractor shall prepare and deliver to County within 72 hours of Contractor's notification of decertification a corrective action plan on how to mitigate and fix all issues to reinstate certification.	<ul style="list-style-type: none"> County observation of compliance to security certification from Associations. 		fine assessed by the Card Issuer or Association per occurrence for being non-compliant with the security requirements plus refund of any other damages or loss of any kind or nature sustained during the non-certification period.
28	Exhibit C, Contractor's Proposal P32 & 33 Authorization times	Contractor shall maintain File Transfer Protocol (FTP) file encryption of using 3- Data Entry Standard (DES)/128bit keys. Connections to processors must minimally use Secured Socket Layer (SSL)-128 bit or triple DES encryption for transition of all data.	<ul style="list-style-type: none"> Upon County's request Contractor shall provide Evidence of Contractor's ability to decrypt file available. County observation of maintenance of 3- DES/128-bit SSL encryption 	100% Cure period: 4 hours to reach back to service level	\$50 per business day after cure period.
29	Exhibit C, Contractor's Proposal P31 Security	Contractor shall use secure FTP (SFTP) transmission for all data exchange between County and Contractor.	<ul style="list-style-type: none"> Upon County's request. Contractor shall provide Evidence of Contractor's receipt of file available County observation of use of such secure transmission 	100% Cure period: <ul style="list-style-type: none"> Contractor shall prepare and deliver to County within 4 hours of Contractor's notification of non-compliance a corrective action plan on how to mitigate and fix all 	\$50 per business day after cure period. Irrespective of whether cure period has tolled, \$1000 per occurrence.

SERVICE LEVEL NO.	PROPOSAL/ SERVICE REFERENCE	SERVICE LEVEL REQUIREMENT	MONITORING METHOD & SCHEDULE	SERVICE PERCENT & CURE PERIOD	LIQUIDATED DAMAGES TO BE ASSESSED/ IDENTIFICATION OF SPECIFIC INDEMNIFICATION OBLIGATION
				issues; and <ul style="list-style-type: none"> • Within 48 hrs of Contractor's notification of non-compliance - occurrence cured 	
30	Exhibit C, Contractor's Proposal P31 Security	Contractor shall use data encryption of stored data and other encrypted data of at least 128-bit triple DES.	<ul style="list-style-type: none"> • Upon County's request Contractors shall provide Evidence of provision of encryption. • 3rd party reporting • County observation of use of such data encryption 	100% Cure period: <ul style="list-style-type: none"> • Contractor shall prepare and deliver to County within 1 hour of Contractor's notification of non-compliance a corrective action plan on how to mitigate and fix all issues; and • Within 4 hrs of Contractor's notification of non-compliance - occurrence cured. 	\$50 per business day after cure period. Irrespective of whether cure period has tolled, \$1000 per occurrence.
31	Exhibit C, Contractor's Proposal P35 Security	Contractor shall report to County in writing any security incident within one (1) hour of identification or notification of incident.	County observance of receipt of written notification vs. Contractor notification of occurrence. Per occurrence Quarterly assessment of incidences	100% Cure period: None	\$1000 per occurrence (incident) when notification to County not provided within service level period.
32	Exhibit C, Contractor's Proposal Customer Service	Contractor shall make security incident reports and assessments for all incidents that may potentially affect County. An incident is identified based on criticality, major or minor incident: Major notification within two (2) hours, minor notification within twelve (12) hours.	<ul style="list-style-type: none"> • County observation of receipt of notification • Monthly Contractor self reporting to include all such incidents occurring during the reporting period. 	100% Cure period: None	\$1000 per occurrence (incident) when notification to County not provided within service level period.

SERVICE LEVEL NO.	PROPOSAL/ SERVICE REFERENCE	SERVICE LEVEL REQUIREMENT	MONITORING METHOD & SCHEDULE	SERVICE PERCENT & CURE PERIOD	LIQUIDATED DAMAGES TO BE ASSESSED/ IDENTIFICATION OF SPECIFIC INDEMNIFICATION OBLIGATION
33	Exhibit C, Contractor's Proposal P35 Security	Contractor shall maintain an active, not self-signed, digital certificate for every Contractor-hosted Application.	<ul style="list-style-type: none"> • Upon County's request Contractor to provide Evidence of certificates. • County observation and random testing. 	100% Cure period: 1 business day to obtain digital certificate for Application.	\$1000 per Application still without digital certificate after cure period.
34	Exhibit C, Contractor's Proposal P35 Security	Contractor shall use and require use of Secure Socket Layer (SSL), of at least 128-bit for all Contractor hosted Applications. Contractor shall maintain SSL certificate for all Contractor hosted applications. Should SSL certificate expire, Contractor shall disable access to Application during the cure period until said Application SSL certificate is re-obtained and cure is complete.	<ul style="list-style-type: none"> • Upon County's request Contractor to provide Evidence of certificates. • County observation and random testing. 	100% Cure period: <ul style="list-style-type: none"> • Within 1 hr-corrective action plan; Within 4 hrs - occurrence cured • 1 business day to obtain digital certificate for Application. 	\$1000 per Application still without digital certificate after 1 business day cure period.
35	Exhibit C, Contractor's Proposal P35 Security	All Contractor developed Applications shall validate end-user browser to insure support of Secure Socket Layer (SSL) of at least 128-bit SSL encryption, if not, Application shall show County directed error message to end-user.	<ul style="list-style-type: none"> • Evidence of certificates to be provided upon County's request. • County observation and random testing. 	100% Cure period: 1 business day to obtain digital certificate for Application.	\$1000 per Application still without digital certificate after cure period.
36	Exhibit C, Contractor's Proposal P35	Contractor shall store at least 1 year of live County data before archiving.	Reports available through Contractors on-line Reporting tool.	100% Cure period: None	Any resulting damage and loss of any kind or nature as determined by County.

SERVICE LEVEL NO.	PROPOSAL/ SERVICE REFERENCE	SERVICE LEVEL REQUIREMENT	MONITORING METHOD & SCHEDULE	SERVICE PERCENT & CURE PERIOD	LIQUIDATED DAMAGES TO BE ASSESSED/ IDENTIFICATION OF SPECIFIC INDEMNIFICATION OBLIGATION
	Security				
37	Exhibit C, Stored Data	Contractor shall store archived data for at least 7 years. At end of such time Contractor, at County's sole discretion and as permissible by Card Issuer, Association and NACHA rules, shall return or destroy said data.	Evidence available upon County's request.	100% Cure period: None	\$1000 per occurrence where requested data can not be located and any resulting damage and/or loss of any kind or nature as determined by County.
38	Exhibit C, Stored Data	Contractor shall make live and archived data available to County upon 10 business days of County request for such data on mutually agreed upon media.	Evidence available upon County's request.	100% Cure period: None	\$1000 per occurrence where requested data can not be located and any resulting damage and/or loss of any kind or nature as determined by County.
39	Exhibit C, Stored Data	Contractor shall be able to encrypt any or all user defined fields at the request of the County.	Evidence available upon County's request.	100% Cure period: 1 business day	Any resulting damage and loss of any kind or nature as determined by County.
40	Exhibit C, Stored Data	At County's request and expense, Contractor shall use a licensed, bonded and insured carrier service that specializes in data transport to transport all County data from live to archive. Within 5 days of transport, Contractor shall provide County copies of carrier's service information and proof of transport.	County per occurrence observation of carrier service information and proof of transport	100%	--
41	Exhibit C, Stored Data	Contractor must provide written security	<ul style="list-style-type: none"> Contractor per occurrence delivery of security 	100% Cure period:	\$100 per occurrence per day past cure period, until

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		environment information for each new archive location within 1 month of securing location, if storing County data at said location.	environment information <ul style="list-style-type: none"> County per occurrence observation of receipt of security environment information 	1 business day	environment information received by County.
42	Exhibit C, Stored Data	Contractor must store County archived data in a separate storage media from other customers.	<ul style="list-style-type: none"> Contractor reporting County observation Per occurrence	100% Cure period: 5 business day	\$50 per occurrence
43	Exhibit C, Contractor's Proposal P38 Customer Service	Contractor shall provide 24x7x365/6 technical support to authorized County staff, for purposed including, but not limited to, remedying Deficiencies with the Contractor-developed Applications and the Services.	<ul style="list-style-type: none"> Evidence of compliance available upon County's request. County observation of provision of technical support 	99.9% Cure period: 15 minutes from the original attempt to reach technical support	\$50 per occurrence below the success rate and cure period
44	Exhibit C, Contractor's Proposal P38 Customer Service	Contractor shall provide USA based customer service and business support with respect to all Applications and Services through a toll free phone number and e-mail address between the hours of 7am – 5pm Monday – Friday Pacific time excluding recognized federal banking holidays.	<ul style="list-style-type: none"> Evidence of compliance available upon County's request. County observation of availability of such customer and technical support 	99.9% Cure period: 15 minutes from the original attempt to reach technical support	\$50 per occurrence below the success rate and cure period.
45	Exhibit C, Contractor's Proposal P38 Customer Service	Average hold time for technical support calls to be received by live staff shall not exceed 1 minute.	<ul style="list-style-type: none"> County observation of hold time Evidence of compliance available upon County's request. 	98% Cure period: None	\$50 per occurrence below the success rate

SERVICE LEVEL NO.	PROPOSAL/ SERVICE REFERENCE	SERVICE LEVEL REQUIREMENT	MONITORING METHOD & SCHEDULE	SERVICE PERCENT & CURE PERIOD	LIQUIDATED DAMAGES TO BE ASSESSED/ IDENTIFICATION OF SPECIFIC INDEMNIFICATION OBLIGATION
			<ul style="list-style-type: none"> Monthly Contractor self reporting to include hold times 		
46	Exhibit C, Contractor's Proposal Customer Service	Average reply time to support emails shall not exceed 1hour between the hours of 7am – 5pm Monday – Friday Pacific time. Reply e-mails shall not be automatically generated responses, but should provide custom response to question.	<ul style="list-style-type: none"> County observation of reply time Monthly Contractor self reporting to include reply times 	98% Cure period: None	\$50 per occurrence below the success rate
47	Exhibit C, Contractor's Proposal P38 County Customer Service	Contractor to provide business support between the hours of 7am – 5pm Monday – Friday Pacific time.	<ul style="list-style-type: none"> Evidence of compliance available upon County's request. County observation 	99.9% Cure period: 15 minutes from the original attempt to reach technical support	\$50 per occurrence below the success rate and cure period
48	Exhibit C, County Customer Service	Contractor to implement County requested contact and/or contact procedure changes within 7 days upon receipt of notification	<ul style="list-style-type: none"> County observation Evidence of compliance available upon County's request. 	99.9%	\$50 per occurrence below the success rate
49	Exhibit C, Contractor's Proposal P39 Chargebacks	Contractor to resolve each chargeback within Association prescribed guidelines and timelines. Contractor to work closely with County resolve all disputes.	<ul style="list-style-type: none"> County observation of resolution of each payment dispute Evidence of compliance available upon County's request. 	100% Cure period: None	\$1000 per occurrence not meeting Association rules plus Association prescribed remedies.
50	Exhibit C, Contractor's Proposal P36 Settlement of Funds	At County's sole option, County may elect to have Payment Processor Settle funds directly to County or elect to have Payment	<ul style="list-style-type: none"> County observation of Transaction Settlement <ul style="list-style-type: none"> Evidence of compliance available upon County's request. 	100% Cure period: None	Interest at the Federal Funds Rate (using a 360 day year) on the dollar amount of the Settlement for each day (or fraction thereof) past the service

SERVICE LEVEL NO.	PROPOSAL/ SERVICE REFERENCE	SERVICE LEVEL REQUIREMENT	MONITORING METHOD & SCHEDULE	SERVICE PERCENT & CURE PERIOD	LIQUIDATED DAMAGES TO BE ASSESSED/ IDENTIFICATION OF SPECIFIC INDEMNIFICATION OBLIGATION
		Processor Settle to Contractor and Contractor will then immediately Settle to County. Should County elect to have Payment Processor Settle to Contractor and Contractor immediately and directly to County, Contractor shall accurately Settle all Transactions. Contractor shall Settle Discover, MasterCard and Visa within two Banking Days of Transaction date and Settle all other cards within 3 Banking Days of Transaction date. Contractor will perform this SLA as is allowable by Association and Card Issuer rules and regulations			level requirement plus any other loss or damage of any kind or nature resulting from the inaccurate Settlement of funds, as determined by County.
51	Settlement of Funds	At time of Contract execution County elects to Settle through Contractor. Should County elect to change/switch Settlement option from Contractor to Payment Processor direct, County may do so at County's request, with TTC approval and four (4) weeks notice to Contractor. Contractor shall than make the switch	<ul style="list-style-type: none"> Date of County request vs. date implementation of change. 	100% Cure period: none	--

SERVICE LEVEL NO.	PROPOSAL/ SERVICE REFERENCE	SERVICE LEVEL REQUIREMENT	MONITORING METHOD & SCHEDULE	SERVICE PERCENT & CURE PERIOD	LIQUIDATED DAMAGES TO BE ASSESSED/ IDENTIFICATION OF SPECIFIC INDEMNIFICATION OBLIGATION
		from Contractor to County to Processor to County, or back within said four (4) week period.			
52	Exhibit C, Contractor's Proposal Settlement of Funds	Contractor shall, or shall cause all Card Issuers to Settle all Transactions directly to the bank account(s) designated in the applicable Work Order Releases.	<ul style="list-style-type: none"> County observation of Transaction Settlement Monthly and daily Contractor self reporting to include information regarding all Transactions Settled during the reporting period and time elapsed therefore available via Contractor's reporting tool. 	100% Cure period: None`	Any other loss or damage of any kind or nature resulting from the inaccurate Settlement of funds, as determined by County
53	Exhibit C, Contractor's Proposal Reporting	Contractor shall provide County written monthly, quarterly or other County requested, as appropriate, self monitoring reports required for monitoring purposes of Contractor's compliance with the service levels set forth in this Exhibit.	County observation of receipt of monthly/ad hoc report	100% Cure period: 2 days past the first of the month to provide the report	\$50 per report per day late or missing past the cure period.
54	Exhibit C, Contractor's Proposal P36 Reporting	Contractor shall provide reports which truly and accurately reflect the events reported therein, including, containing no data loss or incorrect sums	<ul style="list-style-type: none"> Evidence of compliance available upon County's request. County observation of such all Contractor self reporting 	100% Cure period: 1 business day to correct report	\$50 per inaccurate report past the cure period.
55	Exhibit C, Contractor's Proposal P47 - 52 Transaction Reporting	Contractor to provide standard daily, monthly, annual, or variable date range reports to enable the County to research and/or balance Transactions. If requested, Contractor shall	County observation of receipt of daily reports	100% Cure period: 1 hour past report due time	\$50 per occurrence past the cure period.

SERVICE LEVEL NO.	PROPOSAL/ SERVICE REFERENCE	SERVICE LEVEL REQUIREMENT	MONITORING METHOD & SCHEDULE	SERVICE PERCENT & CURE PERIOD	LIQUIDATED DAMAGES TO BE ASSESSED/ IDENTIFICATION OF SPECIFIC INDEMNIFICATION OBLIGATION
		limit the type of Transaction information individual Merchants may access. Contractor shall also provide customizable transaction history detail reports to meet County requirements within the parameters of the Contractor's online reporting tool. In no event shall Contractor provide Card numbers or information regarding the County's designated bank account number(s) in any report or database accessible to County users. If requested by County, Contractor shall truncate Card numbers and Merchant account numbers appearing on all Contractor provided reports and County accessible reports through Contractor's reporting tool.			
56	Exhibit C, Contractor's Proposal Stored Data Report	Contractor shall provide live and archive data reporting identifying live vs. archive, date of archive, location of archive and information archived on the first of each month when County data archived the previous	County observation of receipt of monthly report	100% Cure period: 5 business days into the following month	\$50 per month for non receipt of report past cure period.

SERVICE LEVEL NO.	PROPOSAL/ SERVICE REFERENCE	SERVICE LEVEL REQUIREMENT	MONITORING METHOD & SCHEDULE	SERVICE PERCENT & CURE PERIOD	LIQUIDATED DAMAGES TO BE ASSESSED/ IDENTIFICATION OF SPECIFIC INDEMNIFICATION OBLIGATION
		month.			
57	Exhibit C, Contractor's Proposal Reporting	Upon request, Contractor shall create customer payment remittance reports, for archived data, based on Contractor's standard secure formats. For live data, Contractor's system shall have the ability to allow County to produce industry standard format reports (such as NACHA, etc.) within 10 days of such request. Said reports shall not cause County or Contractor to jeopardize PCI certification or cause security risk.	County observation of receipt of report or ability to obtain report through Contractors reporting tool.	100%	\$50 per occurrence for non receipt of report past cure period.
58	Exhibit C, Contractor's Proposal P54	For each Work Order Release, Contractor shall invoice County monthly for any processing fees based on discount rates and/or is a debit network pass through (collectively "discount fees") as set forth in Exhibit B, Pricing Schedule. Contractor may deducted discount fees from County provided bank account on a monthly basis and shall not deduct any such discount fees from the daily deposit Settlement. Contractor shall not net discount fees	County observation of invoice and non-deduction	100% Cure period: 1 hour to reinstate deduction into applicable account(s)	--

SERVICE LEVEL NO.	PROPOSAL/ SERVICE REFERENCE	SERVICE LEVEL REQUIREMENT	MONITORING METHOD & SCHEDULE	SERVICE PERCENT & CURE PERIOD	LIQUIDATED DAMAGES TO BE ASSESSED/ IDENTIFICATION OF SPECIFIC INDEMNIFICATION OBLIGATION
		from daily transaction, but create a separate transaction for Contractor payment. Non-discount fees may not be deducted directly from bank account.			
59	Exhibit C, Contractor's Proposal P54	For each Work Order Release, within ten (10) days of the following month, Contractor shall initiate an ACH debit to the applicable designated County bank account(s) for the current month's discount fee total.	County observation	100%	--
60	Exhibit C, Contractor's Proposal Settlement Reporting	Contractor's reporting tool shall have the functionality to create monthly reports that contain daily information broken-down by every Transaction type, including, sales, refunds, voids and chargeback amounts, with a breakdown of the discount fees by Card Issuer.	County observation of ability to generate required report	100% Cure period: 2 days to fix reporting tool, to generate required report.	--
61	Exhibit C, Contractor's Proposal Settlement	Contractor shall ensure that refund(s) and/or chargeback(s) do not exceed the original payment amount.	<ul style="list-style-type: none"> County observation of refund/chargeback amount vs. original payment amount Contractor monthly self reporting to include information regarding refund(s) and chargeback(s) and processing thereof 	100% Cure period: None	The excess refund or chargeback processed over the original payment amount.
62	Exhibit C, Contractor's	Contractor shall comply with the Association Rules,	County observation of Contractor's compliance and	100% Cure period: None	--

SERVICE LEVEL NO.	PROPOSAL/ SERVICE REFERENCE	SERVICE LEVEL REQUIREMENT	MONITORING METHOD & SCHEDULE	SERVICE PERCENT & CURE PERIOD	LIQUIDATED DAMAGES TO BE ASSESSED/ IDENTIFICATION OF SPECIFIC INDEMNIFICATION OBLIGATION
	Proposal Authorization and Settlement	Security Guidelines and Card processor requirements in each case, as from time to time in effect. Contractor shall inform County within 2 business days of rule and/or rule change to insure County's continued compliance with any Association Rules, Security Guidelines and/ or Card Issuer rule changes.	receipt of notification of rule change.		
63	Exhibit C, Contractor's Proposal Settlement	Contractor shall process full and partial refunds/card credit, retrieval requests, chargebacks, and refunds within the times required by the Association Rules.	<ul style="list-style-type: none"> Contractor monthly self reporting to include information regarding refund(s), chargeback(s), retrieval requests and processing thereof County observation of Contractor's processing of such items 	100% Cure period: None	--
64	Exhibit C, Contractor's Proposal Authorization and Settlement	Contractor shall furnish Included Departments with written updates and explanations of industry-related rules or regulatory changes, including the Association Rules, Security Guidelines and/or Card processor requirements with which Included Departments must comply with or as otherwise required by Guideline or Association	County observation of provision of updates and explanations	100% Cure period: None	--

SERVICE LEVEL NO.	PROPOSAL/ SERVICE REFERENCE	SERVICE LEVEL REQUIREMENT	MONITORING METHOD & SCHEDULE	SERVICE PERCENT & CURE PERIOD	LIQUIDATED DAMAGES TO BE ASSESSED/ IDENTIFICATION OF SPECIFIC INDEMNIFICATION OBLIGATION
		upon Contractor's notification of such change. Such updates and explanations shall additionally include a description of obligations with which County and/or specific Included Departments must comply.			
65	Association Rules/Guidelines	Within two (2) days of Contractor's receipt of change/violation, Contractor shall notify County of any County violation of any Association Rule, Security Guideline and/or Card processor requirement immediately upon a responsible officer of Contractor becoming aware thereof (or should have become aware thereof upon due inquiry).	<ul style="list-style-type: none"> • Contractor per occurrence observation • County per occurrence observation of receipt of notification of noncompliance 	100% Cure period: None	--
66	Exhibit C, Contractor's Proposal Settlement	Contractor shall provide County with their Originating Depository Financial Institution (ODFI) name(s), ODFI's Transit Routing Number, and Company Identification Number. (County will use the information to verify ACH Credits and Debits originated to County's bank account(s).) Any	County observation of the such information as included in Contractor daily and monthly reports vs. Contractor's notification of changes in such information	100% Cure period: None	\$100 per occurrence

SERVICE LEVEL NO.	PROPOSAL/ SERVICE REFERENCE	SERVICE LEVEL REQUIREMENT	MONITORING METHOD & SCHEDULE	SERVICE PERCENT & CURE PERIOD	LIQUIDATED DAMAGES TO BE ASSESSED/ IDENTIFICATION OF SPECIFIC INDEMNIFICATION OBLIGATION
		changes to the ODFI information must be provided to County 30 days prior to the change.			
67	Exhibit C, Contractor's Proposal Settlement	Contractor shall provide the County with a breakdown of the daily deposit Settlement to identify individual Merchant activity by Card type or Association.	Reports and County observation	100%	\$100 per occurrence
68	Exhibit C, Contractor's Proposal Settlement	Contractor shall permit County to designate up to three depository bank accounts for Settlement under all Work Order Releases.	County observation	100% Cure period: None	\$100 per occurrence
69	Exhibit C, Contractor's Proposal P35 Security	Contractor shall receive and support the Card Verification Value, Card Validation Code, Card Identification (CVV/CVC2/CID) Card Code Verification System and AVS (Address Verification Service)	County observation random monitoring	100%	\$100 per occurrence
70	Contract	Contractor shall fully and timely comply with all of its obligations under the Paymentech Agreements, including, without limitation, those specified to be performed by County or Contractor on behalf of County.	County per occurrence observation	100% Cure period: None	--
71	Contract	Contractor shall utilize	County per occurrence	100%	--

SERVICE LEVEL NO.	PROPOSAL/ SERVICE REFERENCE	SERVICE LEVEL REQUIREMENT	MONITORING METHOD & SCHEDULE	SERVICE PERCENT & CURE PERIOD	LIQUIDATED DAMAGES TO BE ASSESSED/ IDENTIFICATION OF SPECIFIC INDEMNIFICATION OBLIGATION
		procedures for determining that each end user is the authorized Cardholder, which procedures meet or exceed industry standards, including, without limitation, those standards promulgated by Card Issuers and Associations.	observation	Cure period: None	
72	Contract	Contractor shall strictly comply with the descriptions and representations (including, but not limited to, Related Documentation, performance capabilities, accuracy, standards, specifications, completeness, characteristics, configurations, functions and requirements applicable to the Services and Application design meeting industry standards) set forth in this Contract, including, but not limited to, each Work Order Release, this Exhibit and Contractor's Proposal.	County per occurrence observation	100% Cure period: None	--
73	Contract	Contractor shall perform all tasks, deliverables, goods, Services and other work provided under each Work Order Release in a timely and professional manner	County per occurrence observation	100% Cure period: None	--

SERVICE LEVEL NO.	PROPOSAL/ SERVICE REFERENCE	SERVICE LEVEL REQUIREMENT	MONITORING METHOD & SCHEDULE	SERVICE PERCENT & CURE PERIOD	LIQUIDATED DAMAGES TO BE ASSESSED/ IDENTIFICATION OF SPECIFIC INDEMNIFICATION OBLIGATION
74	Contract	by qualified personnel. Contractor shall not cause any unplanned interruption of the operations of, or accessibility to County's systems through any device, method or means including, without limitation, the use of any "virus", "lockup", "time bomb", or "key lock", "worm", "back door" or "Trojan Horse" device or program, or any disabling code, which has the potential or capability of compromising the security of County's confidential or proprietary information or of causing any unplanned interruption of the operations of, or accessibility of County's systems to County or any user or which could alter, destroy, or inhibit the use of County's systems, or the data contained therein (collectively referred to for purposes of this Exhibit as "Disabling Device(s)"), which could block access to or prevent the use of County's systems by County or users. Contractor represents,	County per occurrence observation	100% Cure period: None	--

SERVICE LEVEL NO.	PROPOSAL/ SERVICE REFERENCE	SERVICE LEVEL REQUIREMENT	MONITORING METHOD & SCHEDULE	SERVICE PERCENT & CURE PERIOD	LIQUIDATED DAMAGES TO BE ASSESSED/ IDENTIFICATION OF SPECIFIC INDEMNIFICATION OBLIGATION
		warrants and agrees that it has not purposely placed, nor is it aware of, any Disabling Device on any component provided to County under this Contract, nor shall Contractor knowingly permit any subsequently delivered Application, component thereof or product of Services to contain any Disabling Device, other than lock-offs contained on the delivered media which only prevents its use contained on such media.			
75	Contract	Contractor shall assign to County to the fullest extent permitted by law or by this Contract, and shall otherwise ensure that the benefits of any applicable warranty or indemnity offered by the manufacturer(s) and provider(s) of the Applications or Services acquired by County from Contractor hereunder shall fully extend to and be enjoyed by County.	County per occurrence observation	100% Cure period: None	--
76	Contract	All Contractor-developed Applications shall fully	County per occurrence observation	100% Cure period: None	--

SERVICE LEVEL NO.	PROPOSAL/ SERVICE REFERENCE	SERVICE LEVEL REQUIREMENT	MONITORING METHOD & SCHEDULE	SERVICE PERCENT & CURE PERIOD	LIQUIDATED DAMAGES TO BE ASSESSED/ IDENTIFICATION OF SPECIFIC INDEMNIFICATION OBLIGATION
		interface and interconnect with Contractor's internet payment processing platform. Upon implementing the user interface/business rules provided by Contractor pursuant to the applicable Work Order Release, each County-developed Application shall fully interface and interconnect with Contractor's internet payment processing platform.			

OPTION 1: Agency Absorbed Funding Model - “Agency Absorbed Funding” means that the County is funding one hundred percent (100%) of the Services. If a the County wishes to pass part or all of the funding of the Services to the user/customer, Contractor has provided an alternative Convenience Fee Model as OPTION 2 herein. The option to utilize, or eliminate, the funding models in OPTION 1 or OPTION 2 will be determined at the sole discretion of the County.

Agency Funded Alternative 1: Interchange Pass-Through (IPT)

CONNECTIVITY SERVICES	RATE	FREQUENCY
Visa discount rate	$\text{IPT}^1 + 0.05\% + \0.05	Per transaction
MasterCard discount rate	$\text{IPT}^2 + 0.05\% + \0.05	Per transaction
American Express discount rate ³	$1.99\% + \$0.07 + \0.05	Per transaction
Discover Card discount rate	$1.85\% + \$0.07 + \0.05	Per transaction
PIN-debit rate	$\text{DNPT}^4 + \$0.10^5$	Per transaction
ACH (e-check) conversion without verification	$\$0.10^6$	Per transaction
Returned check item ⁷	\$1.95	Per occurrence
Chargebacks	\$7.95	Per occurrence
ANCILLARY SERVICES	RATE	FREQUENCY
Consolidated reporting (real-time)	\$14.95	Per department per month

¹ The fee includes the Interchange percentage fee, Dues and Assessments and the Interchange per item fee. Contractor will charge the cost of Interchange and Assessments as outlined in most currently available Visa Interchange Rate schedule with the minimum rate charged for all Visa credit and debit payment transactions being the lowest prevailing domestic Visa credit Interchange rate available for government Standard Industry Classification (SIC) codes or Merchant Category Codes (MCC). Contractor to provide TTC new/changed rate schedule 60 days prior to new rates taking effect.

² The fee includes the Interchange percentage fee, Dues and Assessments and the Interchange per item fee. Contractor will charge the cost of Interchange and Assessments as outlined in the most currently available MasterCard Interchange Rates schedule with the minimum rate charged for all MasterCard credit and debit payment transactions being the lowest prevailing domestic MasterCard credit Interchange rate available for government SIC codes or MCC. Contractor to provide TTC new/changed rate schedule 60 days prior to new rates taking effect.

³ The discount rate quoted in the pricing matrix assumes that Contractor’s current Agreement For American Express® Card Acceptance with American Express is in place. If the Agreement is modified (other than to decrease the rates available thereunder) or discontinued then the discount rate would be increased to 2.15%.

⁴ DNPT = Debit Network Pass-Through. To ensure that County is obtaining the optimal price for on-line debit Contractor will charge the County the DNPT fees as outlined the most currently available Debit Card Network Rates schedules.

⁵ The transaction fee will be reduced from \$0.10 to \$0.09 if monthly volume exceeds 20,000 transactions and \$0.08 if monthly volume exceeds 50,000 transactions.

⁶ The transaction fee will be reduced from \$0.10 to \$0.09 if monthly volume exceeds 20,000 transactions and \$0.08 if monthly volume exceeds 50,000 transactions.

⁷ If allowable by statute, Contractor will collect a dishonored check fee from check account owner in accordance with applicable statute.

Agency Funded Alternative 2: Discount Rate Model

CONNECTIVITY SERVICES	RATE	FREQUENCY
Contractor payment gateway	Included in discount rate	Per transaction
PROCESSING SERVICES	RATE	FREQUENCY
Consumer applications discount rate (includes debit)	2.20% ⁸ + \$0.20	Per transaction
Business applications discount rate (includes debit)	2.45% ⁹ + \$0.20	Per transaction
ACH (e-check) conversion without verification	\$0.10 ¹⁰	Per transaction
Returned check item ¹¹	\$1.95	Per occurrence
Chargebacks	\$7.95	Per occurrence
ANCILLARY SERVICES	RATE	FREQUENCY
Consolidated reporting (real-time)	\$14.95	Per department per month

⁸ The rate will increase to 2.30% if the MasterCard Public Sector, Visa CPS/Retail 2, or Visa CPS/Card Not Present Interchange category (Contractor to provide TTC new rate schedule no less than 60 days prior to new rates taking effect) is increased by 0.10% or more from their prevailing rates as of October 1, 2005. The payment methods required to be accepted under the quoted rate include Visa, MasterCard, NYCE, Pulse, and STAR. American Express and Discover payments are optional. The rate will increase to 2.40% if any of the aforementioned Interchange categories are increased by 0.20% or more from their prevailing rates as of October 1, 2005.

⁹ The rate will increase to 2.55% if the MasterCard Public Sector, Visa CPS/Retail 2, or Visa CPS/Card Not Present Interchange category is increased by 0.10% or more from their prevailing rates as of October 1, 2005. The payment methods required to be accepted under the quoted rate include Visa, MasterCard, NYCE, Pulse, and STAR. American Express and Discover payments are optional. The rate will increase to 2.65% if any of the aforementioned Interchange categories are increased by 0.20% or more from their prevailing rates as of October 1, 2005.

¹⁰ The transaction fee will be reduced from \$0.10 to \$0.09 if monthly volume exceeds 20,000 transactions and \$0.08 if monthly volume exceeds 50,000 transactions.

¹¹ If allowable by statute, Contractor will collect a dishonored check fee from check account owner in accordance with applicable statute.

OPTION 2: Convenience Fee Funding Model - “Convenience Fee Funding” means that the County is funding less than one hundred percent (100%) of the services. If the County wishes to fund one hundred percent (100%) of the services to the user/customer, Contractor has provided an Agency Absorbed Funding Model as OPTION 1 herein. The option to utilize, or eliminate, the funding models in OPTION 1 or OPTION 2 will be determined at the sole discretion of the County.

CONVENIENCE FEE ALTERNATIVE 1: WEB PAYMENTS ONLY

Web Pricing Methodology:

- **Applications with average payment greater than \$240: 2.25% of payment amount.**
- **Applications with average payment less than \$240: see methodology and matrix below**

A fixed convenience fee will be set upfront for the payment application based on the average payment size for the Internet payment channel and the pricing matrix attached below¹². Once established, the fee would remain fixed for an initial six-month pilot for all payment amounts for the payment application. After the initial pilot, the average payment amount would be reviewed and adjusted if the average payment falls into a different pricing category. After the initial pilot adjustment, the fee amount is reviewed on an annual basis. This methodology is utilized to meet the requirements of several Association regulations regarding the disallowance of different fees for different payment types (i.e., Visa, MasterCard) for an individual application (i.e., property tax payments on the Internet) and the disallowance of a percentage-based fee for Visa convenience fees¹³.

Payment types required:

- Visa, MasterCard, American Express, Discover, Visa debit, MasterCard debit, STAR, NYCE and Pulse

Web Pricing Matrix

AVERAGE PAYMENT AMOUNT	CONVENIENCE FEE
\$0.00 - \$59.99	\$1.49
\$60.00 - \$79.99	\$1.99
\$80.00 - \$99.99	\$2.49
\$100.00 - \$119.99	\$2.99
\$120.00 - \$139.99	\$3.49
\$140.00 - \$159.99	\$3.99
\$160.00 - \$179.99	\$4.49
\$180.00 - \$199.99	\$4.99
\$200.00 - \$219.99	\$5.49
\$220.00 - \$239.99	\$5.99

- ACH (electronic checks) only: \$0.95 convenience fee per item charged to user/customer

¹² If payments were currently not being accepted on the Internet channel, the initial Average Internet Payment Amount would be calculated by multiplying the overall average payment by 1.30.

¹³ Contractor has been certified by Visa to accept convenience fees in a percentage format for applications that meet Visa's pilot requirements (i.e., property tax and income tax).

CONVENIENCE FEE ALTERNATIVE 2: IVR PAYMENTS ONLY (OPTIONAL)**IVR Pricing Methodology:**

- **Applications with average payment greater than \$240: 2.25% of payment amount.**
- **Applications with average payment less than \$240: see methodology and matrix below**

A fixed convenience fee will be set upfront for the payment application based on the average payment size for the IVR payment channel and the pricing matrix attached below¹⁴. Once established, the fee would remain fixed for an initial six-month pilot for all payment amounts for the payment application. After the initial pilot, the average payment amount would be reviewed and adjusted if the average payment falls into a different pricing category. After the initial pilot adjustment, the fee amount is reviewed on an annual basis. This methodology is utilized to meet the requirements of several Association regulations regarding the disallowance of different fees for different payment types (i.e., Visa, MasterCard) for an individual application (i.e., property tax payments on the IVR) and the disallowance of a percentage-based fee for Visa convenience fees¹⁵.

Payment types required:

- Visa, MasterCard, American Express, Discover, Visa debit, MasterCard debit, STAR, NYCE and Pulse

IVR Pricing Matrix

AVERAGE PAYMENT AMOUNT	CONVENIENCE FEE
\$0.00 - \$59.99	\$1.99
\$60.00 - \$79.99	\$2.49
\$80.00 - \$99.99	\$2.99
\$100.00 - \$119.99	\$3.49
\$120.00 - \$139.99	\$3.99
\$140.00 - \$159.99	\$4.49
\$160.00 - \$179.99	\$4.99
\$180.00 - \$199.99	\$5.49
\$200.00 - \$219.99	\$5.99
\$220.00 - \$239.99	\$6.49

¹⁴ If payments were currently not being accepted on the IVR channel, the initial Average IVR Payment Amount would be calculated by multiplying the overall average payment by 1.30.

¹⁵ Contractor has been certified by Visa to accept convenience fees in a percentage format for applications that meet Visa's pilot requirements (i.e., property tax and income tax).

CONVENIENCE FEE ALTERNATIVE 3: POS PAYMENTS (OPTIONAL)

The solutions outlined below are optional and both do allow for the acceptance of Discover and PIN-debit convenience fees at POS.

POS SOLUTIONS	Rate	Frequency
VeriFone Omni 3740 with MultiPay	FREE*	Per unit
Discover Card discount rate	2.50% of payment amount convenience fee rate paid by Cardholder	Per transaction
Visa discount rate & PIN-debit rate for Pilot programs only	2.50% of payment amount convenience fee rate paid by Cardholder	Per transaction
PIN-debit rate for non Visa Pilot programs	\$1.49 convenience fee rate per transaction paid by Cardholder	Per transaction

* Terminals are provided at no cost if each terminal averages at least three (3) Transactions per day based on twenty (20) available days in a month. Separate agreement required for free terminal solution.

CONVENIENCE FEE ALTERNATIVE 3: WEB AND IVR PAYMENTS BLENDED (OPTIONAL)Web and IVR Pricing Methodology:

- Applications with average payment greater than \$240: 2.25% of payment amount
- Applications with average payment less than \$240: see methodology and matrix below

A fixed convenience fee will be set upfront for the payment application based on the average payment size for the Web and or IVR payment channel and the pricing matrix attached below¹⁶. Once established, the fee would remain fixed for an initial six-month pilot for all payment amounts for the payment application. After the initial pilot, the average payment amount would be reviewed and adjusted if the average payment falls into a different pricing category. After the initial pilot adjustment, the fee amount is reviewed on an annual basis. This methodology is utilized to meet the requirements of several Association regulations regarding the disallowance of different fees for different payment types (i.e., Visa, MasterCard) for an individual application (i.e., property tax payments on the IVR) and the disallowance of a percentage-based fee for Visa convenience fees¹⁷.

Payment types included:

- Visa, MasterCard, American Express, Discover, Visa debit, MasterCard debit, STAR, NYCE and Pulse

Web and IVR Pricing Matrix

AVERAGE PAYMENT AMOUNT	CONVENIENCE FEE
\$0.00 - \$59.99	\$1.99
\$60.00 - \$79.99	\$2.25
\$80.00 - \$99.99	\$2.75
\$100.00 - \$119.99	\$3.25
\$120.00 - \$139.99	\$3.75
\$140.00 - \$159.99	\$4.25
\$160.00 - \$179.99	\$4.75
\$180.00 - \$199.99	\$5.25
\$200.00 - \$219.99	\$5.75
\$220.00 - \$239.99	\$6.25

¹⁶ If payments were currently not being accepted on the IVR channel, the initial Average IVR Payment Amount would be calculated by multiplying the overall average payment by 1.30.

¹⁷ Contractor has been certified by Visa to accept convenience fees in a percentage format for applications that meet Visa's pilot requirements (i.e., property tax and income tax).

Optional Payment Application Development and Hosting Services

WAG¹⁸ (WEB) SERVICES	Rate	FREQUENCY
User interface/business rules development (storefront design)	WAIVED	One-time per Application
API development	WAIVED	One-time per Application
Application hosting and maintenance	\$35.00	Per month per Contractor developed Application
Application Service Provider (“ASP”)	\$0.10	Per transaction
Non-Standard WAG development rate	\$120	Per hour
Development of Quote/Work Order Release	\$400	Flat rate only payable if Work Order Release is not approved within 60 days of submission to applicable Department Project Manager and the Services are not provided by Contractor.
IAG¹⁹ (IVR) SERVICES	RATE	FREQUENCY
User interface/business rules development (storefront design)	WAIVED	One-time per Application
API development	WAIVED	One-time per Application
Voice talent recording	WAIVED	One-time per Application
Application hosting and maintenance	\$35.00	Per month per Contractor developed Application
Application Service Provider (“ASP”)	\$0.10	Per transaction
Toll free telecommunication	\$0.08	Per minute
Non-Standard IAG development rate	\$120	Per hour
Development of Quote/Work Order Release	\$400	Flat rate only payable if Work Order Release is not approved within 60 days of submission to applicable Department Project Manager and the Services are not provided by Contractor.

¹⁸ Web Application Generator (WAG) is Contractor’s standard web payment channel application development methodology.

¹⁹ Interactive Voice Response (IVR) Application Generator (IAG) is Contractor’s standard IVR payment channel application development methodology

Non-Contractor Developed Application Hosting Services

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Setup Fee – Server config, security setup, installation, software licensing.	One Time	\$9,000.00
1	Hosting Services – Rack Space, Power, Bandwidth *, Physical Security, System Monitoring **	Monthly	\$200.00
1	System Maintenance – Patches, upgrades, operation system security, hardware maintenance, backups	Monthly	\$250.00
1	Deployment Engineering Services	Hourly	\$150.00
	Security – PCI Compliant Host Security, SSL & TCP Offloading, SSL acceleration		N/C
1	Redundant Site Setup – Geographically diverse hot backup site server, single server	One Time	\$4,000.00
SETUP			\$9,000.00
HOT SITE			\$4,000.00
SETUP			
MONTHLY			\$600.00
RECURRING			
ENGINEERING			\$150.00
SERVICES			
HOURLY			

These prices are on the goods named, subject to the conditions noted below:

These prices are for general Application hosting services, assuming that Application Source Code is provided by the County full working order.

Web Application must run on IIS 5.0 under Windows 2003 Web Edition. **No database services** are included with these prices.

Domain name registration, ownership, and SSL certificates are not included. These services can be added and cost would be directly passed to County. Current pricing is approximately \$9.00 annually for domain name and \$75 annually for SSL certificate. SSL certificate is per host name.

Bandwidth will be monitored and included pricing provides 1 Mbps of dedicated bandwidth. Contractor reserves the right to increase hosting fees if 95th percentile bandwidth exceeds this rate.

Quoted solution will run on 2 dedicated HP Proliant servers with a capacity of 400 simultaneous client connections. Additional load would require additional servers and a similar one-time fee. Hosting and System maintenance costs would also be impacted.

** Custom Monitoring Services can be provided at an additional charge. Basic monitoring includes system availability and utilization. Application monitoring can be performed to ensure Application availability if desired.

Business Proposal for
**ELECTRONIC PAYMENT AND
CREDIT / DEBIT CARD
PAYMENT PROCESSING SERVICES**

RFP # 103719kh

Los Angeles County
Internal Services Department

Due Date/Time: 1:00 p.m., Pacific Time on June 28, 2005



Streamlining Transactions through Technology

One Burton Hills Boulevard, Suite 300 • Nashville, TN 37215

615.297.2770 phone • 615.297.9032 fax

www.link2gov.com

www.pay1040.com

**BUSINESS PROPOSAL
ORIGINAL**



June 21, 2005

Ms. Kathy Hanks
Contracting Division Manager, Contracting Division
Internal Services Department
1100 North Eastern Avenue, Room 101
Los Angeles, CA 90063

**RE: RFP #103719kh FOR ELECTRONIC PAYMENT AND
CREDIT/DEBIT CARD PAYMENT PROCESSING SERVICES**

Dear Ms. Hanks:

LINK2GOV Corp. (L2G) is pleased to submit our response to the above-referenced Request for Proposal (RFP). We are confident this response will clearly demonstrate our comprehensive experience in the area of electronic payment processing. Our solutions will provide the citizens of Los Angeles County secure, reliable, user-friendly applications that they will use repeatedly.

L2G's experience in designing, developing, implementing and maintaining Internet and Interactive Voice Response (IVR) applications, and providing versatile Point-of-Sale (POS) solutions, has allowed our government clients to enjoy minimal or no upfront setup and/or ongoing maintenance costs. Our processing partner, Paymentech, is a leader in processing electronic payments. The L2G/Paymentech team is uniquely qualified to provide Electronic Payment and Credit/Debit Card Payment Processing Services to the County of Los Angeles. Some of the unique benefits available to the County from the L2G/Paymentech team includes, but is not limited to, the following:

- Highly experienced in county-wide electronic payment and credit/debit card payment processing services conversions/deployments
- Highest level of security and reliability available
- Highly experienced in integrating our services with a wide range of both customized and "off the shelf" legacy systems of all types (accounting, hospitality management, etc.) with our numerous government clients
- Highly experienced in lowering over all effective costs to government clients through convenience fee, agency-funded, and hybrid funding models
- Rapid deployment of applications
- Proven effective marketing strategies
- Presently Visa CISP certified
- Meets or exceeds all MasterCard SDP standards
- IV&V Certified by the Internal Revenue Service (IRS)
- Affordable pricing options for web, IVR and POS payment applications

As an officer of LINK2GOV, I am hereby authorized to commit LINK2GOV to any contract resulting from this proposal. If you have any questions pertaining to the information contained in our response, please contact:

David Stephenson
Vice President of Channel Sales
LINK2GOV Corp.
One Burton Hills Boulevard, Suite 300 • Nashville, Tennessee 37215
615.297.2770 ext. 229 • 615.297.9032 fax
dstephenson@link2gov.com

Thank you for the opportunity to respond to this Request for Proposal.

Sincerely,

John Hunnicutt
Executive Vice President – Finance/Secretary

Table of Contents

Transmittal Letter.....	1
Table of Contents	2
A. Executive Summary.....	3
B. Proposer’s Qualifications.....	8
C. Proposer’s Approach to Provide Required Services.....	11
D. Acceptance/Exception to Terms and Conditions in Sample Contract	57
E. Required Forms From Proposer.....	58
<input checked="" type="checkbox"/> Exhibit 3 – <i>Certification of No Conflict of Interest</i>	
<input checked="" type="checkbox"/> Exhibit 4 – <i>Familiarity with the County Lobbyist Ordinance Certification</i>	
<input checked="" type="checkbox"/> Exhibit 5 – <i>Los Angeles County Community Business Enterprise (CBE) Program – Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form</i>	
<input checked="" type="checkbox"/> Exhibit 6 – <i>Proposer’s EEO Certification</i>	
<input checked="" type="checkbox"/> Exhibit 7 – <i>Attestation of Willingness to Consider GAIN/GROW Participants</i>	
<input checked="" type="checkbox"/> Exhibit 8 – <i>Certification Form and Application for Exception from County’s Jury Service Program</i>	
F. Additional Data.....	59
Last Page of Proposal	65

Attachments

1. VISA CISP Acceptance Letter & CISP Compliance Final Report
2. Sample Certificates of Insurance



A. Executive Summary

Section A, the Executive Summary, shall condense and highlight the contents of the Proposer's Business Proposal to provide the County with a broad understanding of the Proposer's approach, qualifications, and experience.

Citizens want a revolution.

There are millions of time-consuming manual financial transactions between citizens and governments every day. And, now, citizens are insisting on the option to pay electronically. That's why, LINK2GOV offers the most advanced, most efficient electronic payment systems as a way for all constituents to quickly and easily make government, utility and healthcare payments. With LINK2GOV services people can pay taxes, fees and bills 24/7 at the point-of-sale, Internet or via the phone. They can use credit cards, debit cards, and even checks. LINK2GOV's products address the hassles of manual transactions.

In the past couple of years, citizens everywhere have come to demand the convenience of electronic payment for government transactions. That's why PAY1040.comsm was created by LINK2GOV for the American taxpayer, and our client, the Internal Revenue Service.

The future is electronic payment processing for just about anything.

People want the efficiency of electronic payments for all sorts of transactions. So that's exactly what we enable governments to give them. With electronic processing for just about anything in the government realm including, income taxes, property taxes, utility payments, vehicle registration, traffic citations, parking tickets, hunting permits, business taxes, corporate filings, business licenses, professional licenses, and tuition payments. And more. Much more. If it involves payments, you can count on us.

With LINK2GOV and Paymentech, it all adds up.

Since 1995 LINK2GOV has completed millions of transactions for governments and citizens across the country. In an industry with new providers emerging every day, LINK2GOV has a proven track record of experience with payment solutions operational in numerous states and a solid base of satisfied customers. Governments and utilities across America have turned to us to create electronic payment processing systems because we know how to build comprehensive, secure and reliable payment systems and keep them running smoothly. Partnerships with industry-leading processors, such as [Paymentech](#), give us an edge. Together, LINK2GOV and its processing partners process billions of transactions every year. In addition, with LINK2GOV, our government clients enjoy one single point of contact, thus making life even easier. We can put together packages that fit your exact needs in a cost-efficient, cost-effective manner. And that's a big plus.

The L2G/Paymentech team is uniquely qualified to provide Electronic Payment and Credit/Debit Card Payment Processing Services to the County of Los Angeles. Some of the unique benefits available to the County from the L2G/Paymentech team includes, but is not limited to, the following:

- Highly experienced in county-wide electronic payment and credit/debit card payment processing services conversions/deployments
- Highest level of security and reliability available
- Highly experienced in integrating our services with a wide range of both customized and "off the shelf" legacy systems of all types (accounting, hospitality management, etc.) with our numerous government clients
- Highly experienced in lowering over all effective costs to government clients through convenience fee, agency-funded, and hybrid funding models
- Rapid deployment of applications



- Proven, effective marketing strategies
- Presently Visa CISP certified
- Meets or exceeds all MasterCard SDP standards
- IV&V Certified by the Internal Revenue Service (IRS)
- Affordable pricing options for web, IVR and POS payment applications

Our solution offers:

- Dedicated project manager to assist with conversions and new implementations
- All payment channels (Web, IVR, POS, Kiosk, Call Center, Mailed in payments)
- Fully integrated solution
- All payment types (Check Conversion, ACH, Credit Card, Debit Card (online and offline), Gift Cards)
- All payment types have same look and feel of existing websites.
- One-time payments and/or automated recurring payments
- Email notification program for recurring payments
- Real-time online reporting tool
- 24x7 customer service for Agency and Constituent
- Comprehensive and frequent training offered for existing and prospective agencies.
- Single source of payment settlement available
- Fastest settlement in the industry (next day presently available, same day available fourth quarter 2005)
- Innovations such as pin-less debit and wireless technology
- Optional check guarantee/verification

Who is Paymentech?

Paymentech was founded in 1985 as a subsidiary of what evolved into First USA Financial Services. In 1996 First USA (FUSA) offered Paymentech as an IPO, and retained 57 percent of the company stock. In January of 1997, JP Morgan Chase purchased FUSA, which lead to the subsequent merger between JP Morgan Chase Payment Services (a 50/50 joint venture between JP Morgan Chase and FDC) and Paymentech in July of 1999. In conjunction with the merger, First Data Corporation purchased the public shares of Paymentech (43 percent), and contributed their 50 percent ownership in JP Morgan Chase Payment Services to Paymentech. Currently, JP Morgan Chase owns 52.5 percent of Paymentech and First Data is the minority shareholder.

Paymentech is the premier electronic payment solutions provider for both merchant acquiring and point-of-sale transaction processing. Headquartered in Dallas, Paymentech supports approximately 490,000 “brick-and-mortar”, catalog, and “cyber storefront” merchant locations throughout the United States, Canada, the United Kingdom, and Germany. Paymentech has operations centers located in Salem, New Hampshire, and Tampa, Florida, as well as sales/support offices located across the United States and Canada. Paymentech employs over 1,300 associates throughout the organization. Paymentech’s payment processing focus is on the following vertical markets:

Direct Marketing – Card Not Present

- Internet E-tailers and Internet Service Providers
- Utilities, Insurance, Cable, Telephony
- Catalog (Telephone and Mail Orders)
- Micro-Ticket/Unattended Point of Interaction

Retail – Card Present

- Specialty Retail Stores
- Petroleum, Grocery and Convenience Stores
- Lodging
- Restaurant and QSR (Quick Service Restaurants)



Paymentech has been offering processing services since its inception in 1985. Paymentech, L.P., a Delaware limited partnership, is the largest full service electronic payment solution processor and acquirer of credit card transactions (7 billion transactions in 2003). Paymentech has been profitable every year since becoming incorporated in 1985. In addition, our bankcard sales volume has increased every year since 1985. Paymentech is currently the largest volume transaction processor (third largest in dollars processed) in the United States.

Several individuals at our senior management level participate as members on MasterCard and Visa Boards and Committees, representing the perspectives of merchant acquirers and card issuers.

Paymentech Representative	Association Leadership Role
Tyree Miller (Paymentech Board of Directors)	Visa International Board Member
Robert Nadeau (Paymentech Group Manager)	Visa Card Operations & Risk Advisors Council Visa Acquirer's Council MasterCard Processor Working Group MasterCard System Enhancement Strategy Group
Caroley Parsons (National Account Manager)	Direct Response Form Board of Directors

Examples of Paymentech's participation and ability to influence card association rules on behalf of merchants include:

- Paymentech successfully lobbied Visa to allow a "represent fraud chargeback" on a card-not-present transaction, if the address verification was positive.
- Paymentech lobbied MasterCard to permit a merchant to ask for proof of a return from the cardholder that initiated a chargeback, claiming a credit was not processed for returned merchandise. The proof of return is needed in order for the chargeback to remain valid.
- Paymentech has representatives on numerous Visa and MasterCard committees that review, and in some cases establish, operating procedures for merchant acquiring.
- Paymentech was instrumental on a development committee for issuers and acquirers to improve the rules and regulations for the petroleum industry's cardholder activated terminals. The new rules have reduced chargebacks to the oil companies by 50 percent.

Paymentech is the premier payment processor for North America:

- Ranks #1 in number of transactions; #3 in dollar volume processed
- 9 of the top 10 ISPs
- 13 of the top 25 retailers
- 480,000-plus retail store outlets

LINK2GOV Areas of Specialization

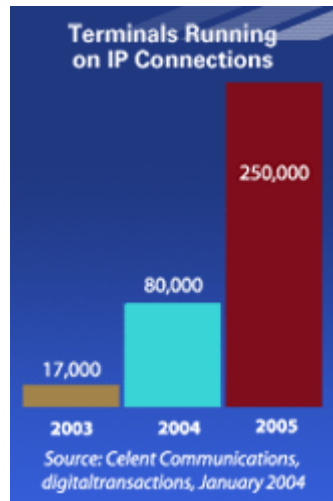
Internet Payment Gateway

LINK2GOV's Internet Payment Gateway (L2GNet) is a state-of-the-art Internet payment processing platform for point-of-sale and e-commerce payment processing. L2GNet has a direct connection into Concord EFS and other networks for payment processing. L2GNet leverages the Internet and LINK2GOV's payment processing capabilities to provide a scalable, low-cost, high-speed, multiple channel, payment service that includes credit card, debit card and electronic check processing. At the front end, the merchant will gather transaction information from a customer through a variety of channels and submit the transaction to L2GNet.



A standard L2GNet API specification document, *LINK2GOV Web Payment Gateway Interface Specification*, will be provided to merchants for implementation. LINK2GOV provides API integration support to merchants to accelerate their implementation process.

Point-of-Sale



LINK2GOV offers and supports a large line of Point-of-Sale (POS) solutions that will enable government employees to perform a real-time authorization of a consumer's account for payment processing. Our POS solutions include a proprietary browser-based virtual terminal LINK2POS, standard dial-up terminals, and cutting-edge ISDN or Ethernet communication terminals such as the VeriFone Omni 3750 for easy access to any IP-based network. Alternatively, agencies may convert their existing POS terminals to communicate through dial-up or the Internet to process credit card payments with LINK2GOV.

Web Application Generator

LINK2GOV's Web Application Generator (WAG) solution provides a detail-oriented approach to developing robust bill presentment and bill payment systems. Using the WAG specifications, LINK2GOV is able to keep your development costs to a minimum, while improving the speed at which your payment application will be available to you and your customers or citizens. All WAG applications integrate into LINK2GOV's Visa CISP compliant Internet Payment Gateway (L2GNet) for payment processing and comprehensive real-time Internet-based

reporting. Any WAG application can be hosted and maintained on the LINK2GOV's secure and redundant payment platform. Once the specifications are completed for your web site, LINK2GOV can usually have your WAG site live within two weeks!

Phone/Interactive Voice Response (IVR)

When a fully functioning, fully integrated Interactive Voice Response payment system is the solution for you, LINK2GOV has the platform. LINK2GOV currently operates 888-PAY-1040, our exclusive federal tax payment IVR for the Internal Revenue Service. In addition to the IRS, LINK2GOV has contracts with additional government entities for IVR systems; some of these involve multiple IVR operations for individual departments under a single contract for services.

LINK2GOV's IVR Payment Processing applications help alleviate the "Digital Divide" among those with Internet access and those without Internet access. Additionally, our IVR application relieves problems with understaffing and eliminates busy signals and time spent on-hold. Our systems allow the citizen to make payments over a touch-tone telephone 24 hours a day, 7 days a week. LINK2GOV's ability to offer large-scale interactive call processing services provides for more efficient and cost-effective methods of servicing today's busy citizens all the while enabling them to choose payment methods such as credit card or debit card.

LINK2GOV's IVR application will accommodate incoming call volume for peak and non-peak times and can be increased to accommodate higher call volume as necessary. LINK2GOV provides several language options and a wide selection of voice talent to choose from for the development and recording of the script.

As with the Point-of-Sale and Internet applications, authorized personnel can obtain reports for the IVR application on our exclusive real-time Internet-based reports. These reports provide detailed information regarding the transactions that occur through the IVR system. This provides a single location to obtain reports from all payment processing services.

Real-Time Transaction Reporting

LINK2GOV's customized payment processing reporting tool is the only comprehensive back office-reporting tool available to government agencies to track and to reconcile all payments simultaneously across all payment methods (credit card, debit cards, PIN-debit payments and electronic checks) and all payment channels (Point-of-Sale, Internet, Interactive Voice Response, Call Center and Mail) in real-time.



Key Features

- Transaction history review
- Customized reconciliation reports
- Location activity tracking
- Credit card, debit card and check volume analysis
- Ad hoc queries using the search tool
- Display and print reports in chart or graph form
- Browse transaction level detail
- View new retrieval requests daily
- Export data to Excel or XML

The LINK2GOV online reporting tool enables the user to run reports based on a variety of different search criteria. The basic Summary Report will allow the user to specify a date range, and will return all the transactions that happened within that date range along with a subtotal of those transactions. The Detail Report will allow the user to search based on a number of different fields (last five of credit card number, receipt number, etc.) and will return all the transactions that matched that criteria. Finally, the ACH Report can be run for any specific date. The purpose of the report is to show the user what dollar amount will be show up, via ACH, in their settlement account that day. All reports are available and can be accessed 24 hours a day, 7 days a week. Custom reports are available on a merchant-by-merchant basis.

Any available data field that is captured through LINK2GOV's L2GNet Payment Gateway can sort online reports. LINK2GOV's online reporting tool enables the user to define the search/sort parameters, which is based on all data fields established by the individual departments. Live data is typically stored for one (1) year from the time of the transaction. Thereafter, it is archived and is still accessible for an indefinite period of time.



B. Proposer's Qualifications

Section B must demonstrate that the Proposer's organization has the experience to perform the required services. Proposer must provide a discussion of relevant background information to demonstrate that they meet the minimum requirements stated in Sub-paragraph 1.4 and have the capability to perform the required services as a corporation or other entity.

2.7.4.1 Describe your organization's background and experience in providing electronic payment and credit/debit card payment processing services and the range of clients you service.

Since 1995 LINK2GOV has completed millions of transactions for governments and citizens across the country. In an industry with new providers emerging every day, LINK2GOV has a proven track record of experience with payment solutions operational in numerous states and a solid base of satisfied customers. Governments and utilities across America have turned to us to create electronic payment processing systems because we know how to build comprehensive, secure, and reliable payment systems and keep them running smoothly. Partnerships with industry-leading processors give us an edge. Together, LINK2GOV and its processing partners process billions of transactions every year. In addition, with LINK2GOV our government clients enjoy one single point of contact, thus making life even easier. We can put together packages that fit your exact needs in a cost-efficient, cost-effective manner.

LINK2GOV Corp. possesses extensive experience in the design, development, implementation, operation and support of Electronic Payment Processing (EPP) Services. We are confident this response will clearly demonstrate our comprehensive experience in the area of electronic payment processing that will enable citizens to make payments and transact other business over an Interactive Voice Response (IVR) system and the Internet. Additionally, LINK2GOV offers comprehensive credit card processing services at the Point of Sale (POS), and for mailed in payments, through our fully integrated service. Our solutions possess the ability to provide your citizens with secure, reliable, user-friendly applications that they will use repeatedly.

LINK2GOV is setting the standard in electronic payment processing for governments. Our integrated solution allows governments to contract with a single vendor for all needs related to electronic payments, providing a single source of accountability for services provided. This includes, but is not limited to:

- Building and hosting world-class Internet and IVR Applications that enable electronic payments over the Internet and telephone;
- Providing Point of Sale (POS) Terminals, connections, and PC-based software solutions that enable electronic payments at government offices;
- Processing of ALL types of electronic payments (Credit Cards, Signature Debit Cards, PIN Debit Cards, ACH/Electronic Checks, Guaranteed Checks, Electronic Benefit Transfer (EBT));
- Providing a single source for settlement of ALL payment types through ALL payment channels; and
- Providing a robust online reporting tool with information on ALL transactions and settlements in REAL TIME.

LINK2GOV currently as contracted to and/or provides electronic government and utility payment processing service modules over the Internet, the telephone, and at the Point of Sale (POS) under agreements with state or local governments in 19 states, including Alabama, Arizona, California, Florida, Georgia, Hawaii, Illinois, Indiana, Kentucky, Missouri, New York, North Carolina, North Dakota, Oregon, South Carolina, Tennessee, Texas, Virginia and Washington. LINK2GOV provides statewide credit card processing services for all state agencies and departments for the States of Missouri and Kentucky. We also provide electronic payment processing services to U.S. taxpayers across the globe through our contract with the Internal Revenue Service (IRS).



- 2.7.4.2 Identify by name, case and court jurisdiction any pending litigation in which Proposer is involved, or judgments against Proposer in the past five (5) years. Provide a statement describing the size and scope of any pending or threatening litigation against the Proposer or principals of the Proposer.

Pending Litigation

There is currently no pending or threatening litigation against LINK2GOV or the principals of LINK2GOV.

Litigation Past 5 Years

On July, 7, 2004, LINK2GOV settled a lawsuit surrounding a note payable under a Bank of America letter of credit agreement by paying \$300,000, and executing an agreement to pay an additional \$265,000 plus interest at 10 percent per annum. The balance is payable commencing July 30, 2004, in 33 monthly installments of \$9,218. (Chancery Court, Davidson County, Tennessee; Case Number 01-3370-1; Thomas Nebel, Counsel.)

- 2.7.4.3 Provide five (5) references for customers that have used your firm's electronic payment and credit/debit card payment processing services for at least one year. Ideally one or more of the references should be a state or municipal government with a population of at least 1,000,000, or a Federal agency processing at least 50,000 annual credit/debit card transactions via the Internet. All references must be located within the United States and designated individuals should be available to be contacted by County representatives during the evaluation period. For each reference, the response must include as a minimum:

- Name and address of client organization.
- Type of business/organization.
- Name, title, telephone number, fax number, and email address of client contact.
- Transaction volume processed for client organization.
- Description of e-commerce services provided to client organization.

Customer references have been provided below. Additional references can be provided upon request.

Client Name	Florida Department of State, Division of Corporations
Client Contact Information	Don Roberts, Bureau Chief of Corporate Applications and System Support Dept. of State, Div. of Corporations 411 Bloxham Street, Tallahassee, FL 32399 850-245-6034 phone droberts@mail.dos.state.fl.us
Project Description	LINK2GOV designed, developed, deployed, operates and maintains an Internet application that enables corporations in the State of Florida to submit their UCC filings over the web. We accept and process credit card/debit card payments for these filings.
Transaction Volume (June 2004 – May 2005)	Dollar Volume: \$91,130,267.65 Transaction Volume: 739,283
Client Name	Dekalb PUD (Georgia) Tax Commissioner
Client Contact Information	Dan Davis, Assistant Tax Commissioner 4380 Memorial Drive, Suite 100, Decatur, GA 30032 404-298-3060 ddavis@co.dekalb.ga.us
Project Description	LINK2GOV designed, developed, deployed, operates, and maintains Internet and IVR applications that enable citizens to make tax payments over the Internet and over the telephone. We accept and process credit card/debit payments for these transactions.
Transaction Volume (June 2004 – May 2005)	Dollar Volume: \$22,333,081.60 Transaction Volume: 75,176



Client Name	Internal Revenue Service (IRS)
Client Contact Information	Linda Rickard, Senior Program Analyst, E-Payment Products Branch 5000 Ellin Road, Room C6-105, Lanham, MD 20706 202-283-6852 Linda.Rickard@irs.gov
Project Description	LINK2GOV was awarded a contract by the Internal Revenue Service (IRS) to provide electronic payment processing of federal tax payments over the Internet and Interactive Voice Response (IVR) system. We designed, developed, deployed, operate and maintain www.PAY1040.com , LINK2GOV's Internet site for federal tax payments, and 888-PAY-1040, our IVR system for federal tax payments throughout the United States.
Transaction Volume (June 2004 – May 2005)	Dollar Volume: \$367,286,256.92 Transaction Volume: 1,124,769
Client Name	Commonwealth of Kentucky
Client Contact Information	Ed Ross, State Controller, Finance and Administration Cabinet Office of Controller Capitol Annex, Room 393, Frankfort, KY 40601 502-564-2210 EdC.Ross@mail.state.ky.us
Project Description	Statewide credit card processing through a gateway, dial terminals, and several miscellaneous methods. Payment types include drivers licenses, state park reservations, hunting and fishing licenses, and a variety of tax types.
Transaction Volume (June 2004 – May 2005)	Dollar Volume: \$33,648,834.24 Transaction Volume: 606,210
Client Name	Pinellas County, Clerk of Courts
Client Contact Information	Hazel Bure, Assistant Director, Court Services Division Pinellas County Clerk of Court, Court Services Division 315 Court Street, Clearwater, FL 33756-5165 727-464-4815 hbure@co.pinellas.fl.us
Project Description	LINK2GOV currently provides and hosts a website and IVR system that allows for the payment of tickets and citations and provides a gateway to process other fees and penalties collected by the agency. We are currently in the process of expanding the services offered and are moving toward the agency processing directly against our new gateway.
Transaction Volume (June 2004 – May 2005)	Dollar Volume: \$4,962,537.76 Transaction Volume: 37,931

It is the Proposer's sole responsibility to ensure that the firm's name, and point of contact's name, title, phone number, and e-mail address for each reference is accurate. County may disqualify a Proposer if:

- references fail to substantiate Proposer's description of the services provided; or
- references fail to support that Proposer has a continuing pattern of providing capable, productive and skilled personnel, or
- the Department is unable to reach the point of contact with reasonable effort. It is the Proposer's responsibility to inform the point of contact of normal working hours.

LINK2GOV has read and understands.



C. Proposer's Approach to Provide Required Services

Section C must present a description of how Proposer will provide electronic payment and credit/debit card payment processing services to the County. At a minimum, include in your discussion responses to the following:

2.7.5.1 Payment processing services must be highly available (99.9%), fully redundant and capable of processing transactions 24 hours per day, 365/366 days a year. Explain how your organization provides services in that level of availability.

All LINK2GOV systems are fully redundant and protected by the latest in network security. The Nashville platform was taken live on January 1, 2005, and has 100 percent uptime to date. A third-party monitoring service is used to test uptime from multiple locations and ISPs. Our systems allow the citizen to interact with government entities from their computer or over a touch-tone telephone 24 hours a day, 7 days a week, 365 days per year.

2.7.5.2 Are your hardware and software systems open and non-proprietary, and are they current and supported by the manufacturers? If not, describe in detail.

Web-Based Solutions

L2G can accept all types of payment via the Web. We currently process payments made through L2G-developed Web-based transactional applications and through Web-based transactional applications developed either by our government clients or another third party developing firm. For existing Web-based transactional applications, L2G provides the government client with an easy-to-follow L2G Web Payment Gateway Specifications document that details the procedures necessary to utilize L2G's payment gateway.

Options for Web-Application Development

OPTION I – API: LINK2GOV will provide an API specification that allows payment processing by performing an HTTPS post to our web servers. This method requires some programming on the client side and allows for seamless integration into LINK2GOV payment systems.

OPTION II – WAG: LINK2GOV provides our government clients with two options for Web-based applications, both accessible via existing agency websites. First, LINK2GOV develops fully customized Web-based applications for our government clients. These include completely customized functionality, integration with existing client information systems, completely customized features on the Web application (links, search engines, etc.), and completely customized “look and feel.” Our fully customized Web-based application is available to the County on a “per hour” development fee, and the price of such application is determined once a specific scope of work is completed and agreed upon between County personnel and LINK2GOV.

OPTION III – CUSTOM: Another option, and one most of our new government clients are selecting, is the development and deployment of Web-based applications utilizing our Web Application Generator product. We created this product in response to needs identified by our clients for low cost, easy to deploy, Web-based solutions, that provide government clients with the ability to present bills as well as enable constituents to make payments over the Internet. LINK2GOV can have a robust, fully functioning Web-based application in production in as little as two weeks from the time a scope of work is completed.

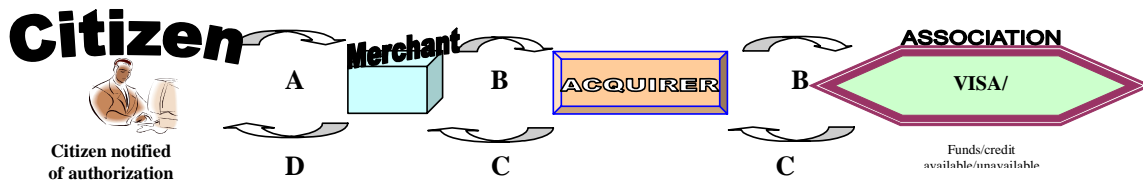


Overview of Web-based Payment Application Process

The process a citizen uses to make a payment through an L2G Internet application is simple. The following describes the systematic process customers perform while transacting business electronically. Additionally, we offer a description of an electronic bill presentment option that will further enhance the quality of services offered through allowing citizens to “opt in” to receive notifications of taxes, license renewals, etc. via email rather than through regular mail.

Making Payments (example)

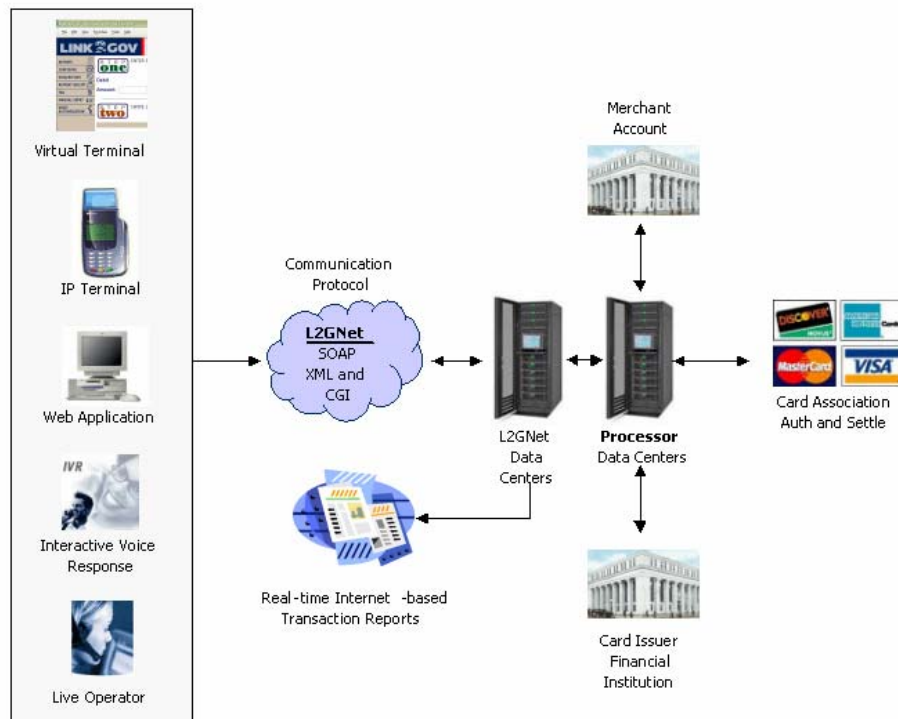
1. To begin, the customer “pulls up” the portal website and follows instructions that take him/her either to a centralized customized Payment Portal Page or to a payment page embedded in a particular agency’s web pages.
2. The customer will select the type of payment, i.e., motor vehicle licenses, certificate of title, etc., from the options on the Payment Portal Page and follow the instructions once at that specific payment page.
3. The customer is notified of a convenience fee for the service at this time, and in most cases, the amount of the fee is specified at this point.
4. The customer completes the fields on the screen and confirms all data entered is correct.
5. The customer then is provided with itemization of the payment rendered, convenience fee and a total cost.
6. The customer keys in payment information and submits the information electronically for processing. Any required checks for verification are performed at this point (i.e. if requested that a specified database be tapped into for verification that the customer’s information is correct and they meet all eligibility requirements).
7. If data entered conforms to the required verification checks, then the credit card or other payment information is transmitted for authorization through our processor.
8. Any rejection to the verification checks or payment information will be immediately displayed to the customer, giving them an opportunity to correct any incorrect data, or in the case of a declined credit card, supply an alternate card for payment.
9. The customer will be provided with a receipt and confirmation number confirming the transaction.





The following is a high-level diagram of our electronic payment processing services.



► IP Gateway Payment Processing Platform





Sample Customer Payment Screen with Customer Data Obtained

Since each of our applications has customized elements, we can gather any required information necessary to process a transaction and that list of information gathered is virtually limitless. The following diagrams depict a sample L2G Web-based payment application. The diagram on the left depicts the fields the customer actually sees on the website. The diagram on the right depicts the business rules that dictates how the information the customer inputs is processed.

 		Business Rules:
Billing Information		
Tax Payment Amount:	Displayed from URL	1 If the user does not enter at least one number or anything but numbers in the check number field then display, "Please enter you check number"
Tax Key:	Displayed from URL	2 If the user does not enter 9 numbers in the bank routing number field then display "Please enter your 9 digit bank routing number normally found on the bottom left portion of your check".
Listed To:	Displayed from URL	4 If the user does not enter anything in the bank account number field or anything but numbers then display, Please enter your bank account number normally found on the bottom left portion of your check".
Street Address:	Displayed from URL	5 If nothing is entered in the billing name or there is anything but letters, spaces, hyphens, or apostrophe's then display "Please enter your billing name (i.e. John Doe). Only letters, spaces, hyphens, and apostrophe's are accepted".
Payment Method:	Displayed from previous page	6 If nothing is entered in the billing address or values besides numbers and letters then display "Please enter your billing address. This field can only accept letters and numbers".
Electronic Check Information: You will need a blank check to use this system:		7 If nothing is entered in the billing city or values besides numbers and letters then display "Please enter your billing city. This field can only accept letters and numbers".
By entering in my check routing number and account number, I authorize Select Payment Processing to collect the exact amount of this transaction for "Link2Gov" using the Select Payment System of Electronic Funds Transfer from my bank account. If the bank returns the transfer, State regulated fees may be charged.		8 If the user does not select a billing state then display "Please select your billing State".
Check Number:	6 Numeric	9 If the user does not enter 5 numbers in the zip then display, "Please enter you billing Zip"
Bank Routing Number:	9 Numeric	10 If the phone number is not entered or not in the valid format then display "Please enter your phone number including the area code. The number should be entered in the following format 555-555-5555".
Bank Account Number:	26 Numeric	11 If the email field does not include at least 1 alpha character, and @, a "." and three more alpha characters then display "Please enter a valid email address".
Do not insert blanks or hyphens between the numbers above. Remember to void the actual check that you are using for this payment.		12 If the user clicks on the phone or email help link then display "Your phone number and email address are required to contact you if a problem exists with your payment".
Billing Name:	35 alpha, accepts spaces/hyphens/apostrophe	13 If the user selects continue then go to Step 3 EC
Billing Address:	35 alpha numeric no special characters	
Billing City:	35 Alpha and no special characters	
Billing State:	Drop Down	
Billing Zip:	5 numbers	
Billing Phone Number (Format 555-555-5555):	follow format in example	
Email Address:	35 characters, requires "." and @	

The following are sample screen shots of some of our government clients' Web-based applications.

Florida Department of State, Division of Corporations

Division of Corporations - Microsoft Internet Explorer

File Edit View Favorites Tools Help

Back Forward Stop Home Search Favorites Media Print

Address <https://ccfss1.dos.state.fl.us/corpweb/efiling/ubr001.html> Go Links

Florida Department of State, Division of Corporations
Corporations Online
www.sunbiz.org Electronic Filing

Uniform Business Report

The on-line filing of a Uniform Business Report (UBR) requires the user to enter the document number and electronic access code that is provided in the UBR mailing packet. The UBR mailing packet contains several pages, with the main insert being the UBR form. The UBR form will have the entity's document number printed in the upper left corner in Block 1. The electronic access code is the four-digit number printed on the bottom of the inside cover page of the UBR mailing packet. Before proceeding, please read the [Introduction To Filing A Uniform Business Report On-Line](#). This will provide the information you will need to successfully complete your on-line UBR. Also, each page of the UBR will have a help selection for the data to be entered. After you have entered the numbers below, select the submit button to proceed to page one of the UBR.

****NOTICE: Beginning May 2, 2003, there is an additional \$400.00 penalty fee for Profit Corporation UBRs.****

Document Number

Electronic Access Code

In order to meet the May 1st deadline for on-line UBR filings for the year 2003, you must possess the corporation's electronic access code. If you do not have your corporation's electronic access code, you will not be able to file on-line at this time. You may download a blank [UBR form](#) from our website. The electronic access code can only be provided by written request.

Sunbiz Home Page [Public Access Help](#)

Start | | | | | 3:32 PM



Florida Department of State, Division of Corporations Web Payment Page

Florida D05 Division of Corporations - Online Payment - Microsoft Internet Explorer

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Back Forward Stop Search Favorites Media Print View Source

Address <http://qa.link2gov.com/link2gov/fl/floridaUBR/default.asp> Go Links »

Florida Department of State, Division of Corporations
Corporations Online
www.sunbiz.org Electronic Filing
Online Payment System

Payment Selection

Transaction Amount: \$123.45

Email Address:

Payment Method: American Express ▼

Done

Start | Inbox - Microsoft... | RE: Hel with Flori... | Division of Corpo... | Florida D05 Div... | LView Pro 2002 / ... | Internet

3:32 PM



State of New York Department of Revenue Web Payment Page

NY Tax Payments - Microsoft Internet Explorer

File Edit View Favorites Tools Help

Back Forward Stop Search Favorites Media Print Mail News RSS Feeds

Address <https://www.nytaxpayment.com/default.aspx> Go Links

NY TAXPAYMENT.COM

Tax Center POWERED BY LINK2GOV

[Home](#) | [Convenience Fee Calculator](#) | [Payment Verification](#) | [FAQ](#) | [Privacy Statement](#)

Pay Your New York State Income Taxes

This service allows you to pay your Individual State taxes electronically and is a service of Link2Gov Corporation. We accept Visa, MasterCard, American Express, and Discover Cards. For NYS Assessment payments only Discover and MasterCard are accepted. All payments are processed immediately and the amount of your transaction including the tax payment and a 2.49% convenience fee (minimum \$1.00) will appear on your monthly card statement. To see the credit card disclaimer click [here](#).

STEP 1: Payment Type Information

Please choose the State tax you wish to pay:

- ☐ Tax Year 2003 NYS Personal Income Tax Payment
- ☐ Tax Year 2003 NYS Automatic Extension Payment
- ☐ Tax Year 2003 NYS Quarterly Estimated Tax Payment
- ☐ NYS Assessment Payment

Enter the amount you wish to pay in dollars and cents: \$. * [HELP](#)

(For Estimated Tax Payments please enter zero's in the cents field)

Please select your filing location:

- ☐ Within the United States (I reside within the United States)
- ☐ Outside the United States (I reside outside the United States)

CONTINUE

Entrust Secured

1 Burton Hills Boulevard | Suite 300 | Nashville, TN 37215 | e-mail: nytaxpayment@link2gov.com | Customer Service: 1.866.829.9459

Internet




State of New Mexico Taxation and Revenue Department
Personal Income Tax Web Payment Page

PLT_NET Logon - Microsoft Internet Explorer

File Edit View Favorites Tools Help

Back Forward Stop Search Favorites Media Print

Address <https://ec1.state.nm.us/trd/estimate/> Go Links



New Mexico Personal Income Tax Payment Voucher

This site best viewed at a monitor setting of 800x600 or higher.

Taxpayer's Social Security Number - -

Taxpayer's Last Name

Frequently Asked Questions:

- ? [How to use this system](#)
- ? [What software is required](#)
- ? [How are payments made](#)
- ? [When is the service available](#)
- ? [What are the filing Requirements](#)
- ? [What security is implemented](#)
- ? [Known problems and suggested solutions](#)
- ? [What if I still have problems](#)

Internet



The Internal Revenue Service (IRS) Web Payment Page

Pay1040 | Pay Your Federal Income Tax Online! - Microsoft Internet Explorer

File Edit View Favorites Tools Help

PAY1040.COM
paying taxes just got a little easier

H&R BLOCK
An Official Partner of PAY1040.com
powered by **LINK2GOV**



Pay your federal income tax online.
Click here ▶
Would you like to pay your taxes by phone? ▶

 **LINK2GOV** IRS AUTHORIZED PAYMENT SERVICE 

Have you filed your taxes yet? [CLICK HERE.](#)

Did You Know?

Installment Agreement payments can now be accepted for any Installment year. [CLICK HERE](#)

1 Burton Hills Boulevard | Suite 300 | Nashville, TN 37215
e-mail: PAY1040@Link2Gov.com
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QuickLINKS

- Make a Payment
- Recurring Payments
- Email Reminders
- Credit Card Rewards
- PAY1040.com@FAQs
- PAY1040.com@Demos
- Contact Us
- e-File Your Taxes

Reminder Email Program

Sign up to get an email reminder for your Installment or Estimated tax payments!

[Click here for more information.](#)



Commonwealth of Kentucky Transportation Cabinet Web Payment Page

KYRenew - Registration Renewal Requirements - Microsoft Internet Explorer

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Back Forward Stop Search Favorites Media Print Mail News RSS Feeds

Address <http://kvis-kytc.state.ky.us/KyRenewWeb/requirementpage.jsp> Go Links

The Kentucky Vehicle Information System

Kentucky Transportation Cabinet

AUTO REGISTRATION RENEWAL

Home

Personalized Plates



Registration Renewal

County Clerks


Forms

FAQs

License Plates

[KY Revenue Cabinet](#)





Web page or link problems?
Contact the [Webmaster](#)

Registration Renewal Requirements

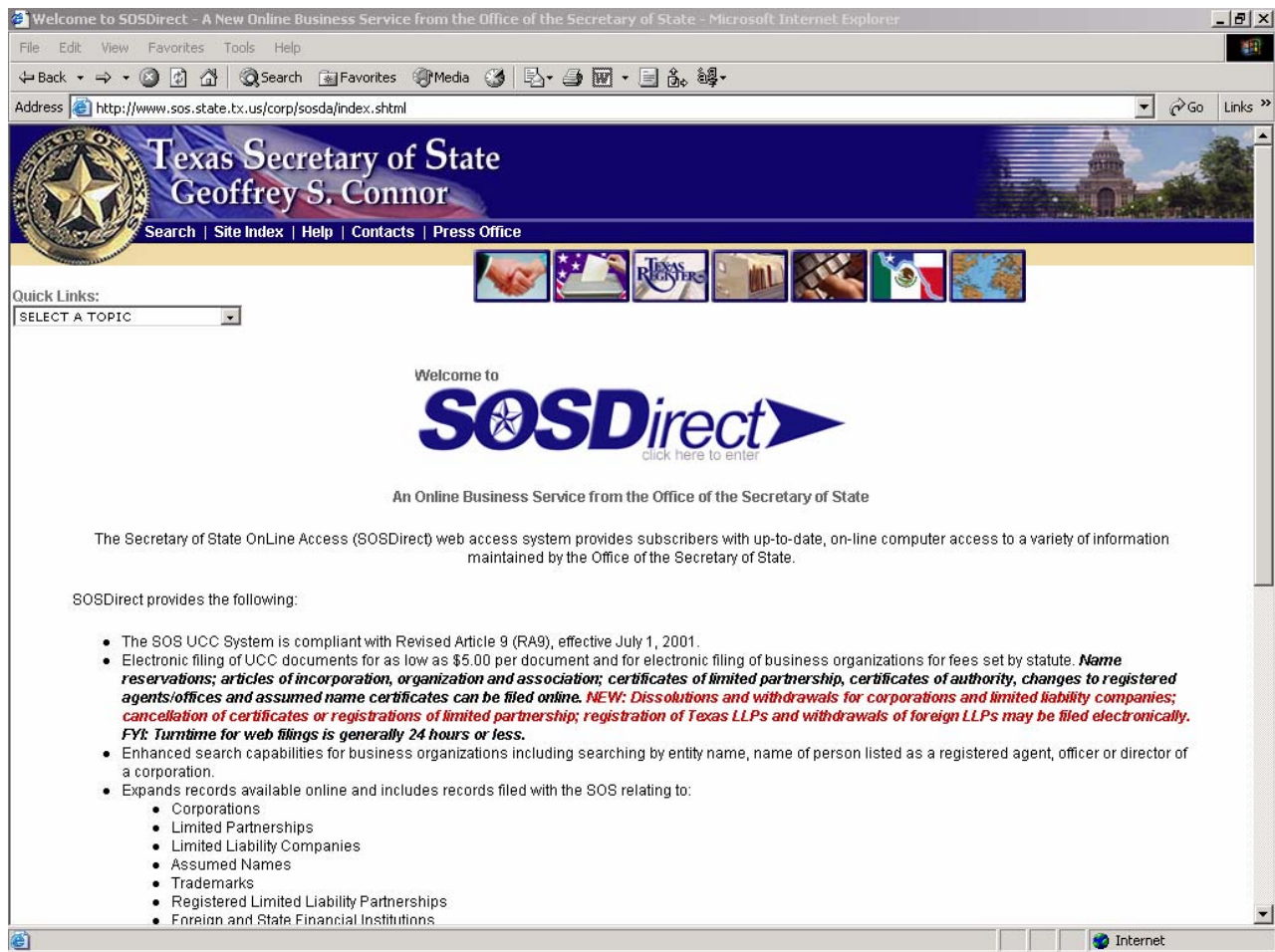
- Vehicle must be currently insured with a company that has elected to provide proof of insurance to the Commonwealth of Kentucky.

Important: [Please click here to see if your insurance company is participating.](#)

- If you have obtained insurance within the last 45 days your information may not be in our database. This could prohibit you from renewing your vehicle from this site. Please visit your County Clerk and provide proof of insurance at that time.
- If the Registration Renewal Request is submitted before 12:00 midnight EST, your local county clerk will receive the request tomorrow morning for processing, otherwise it will be received the following day.
- If your information appearing on the screens is incorrect, click "Cancel" and contact your County Clerk.
- The vehicle(s) renewed must have unexpired registration(s).
- The owner of the vehicle(s) cannot have overdue property taxes on any other vehicles.
- The address on the [registration renewal notice](#) must be your current address. (Registration materials will be mailed to this address.) If your current address does not match your registration renewal notice please contact your [County Clerk](#).
- Passenger vehicles and light trucks with [standard issue or 6000 lb truck plates](#) can be renewed online.
- Leased vehicles cannot be renewed online.
- A [convenience fee](#) of \$5.00 will be charged for each vehicle being renewed.
- If you don't meet all of the above criteria, you cannot request a renewal online.
- Payment can be made using the following credit cards:  

Internet


Texas Secretary of State Web Payment Page



Welcome to SOSDirect - A New Online Business Service from the Office of the Secretary of State - Microsoft Internet Explorer









File Edit View Favorites Tools Help

Address <http://www.sos.state.tx.us/corp/sosda/index.shtml> Go Links »

 **Texas Secretary of State**
Geoffrey S. Connor

[Search](#) | [Site Index](#) | [Help](#) | [Contacts](#) | [Press Office](#)

Quick Links:
SELECT A TOPIC

Welcome to
SOSDirect
click here to enter

An Online Business Service from the Office of the Secretary of State

The Secretary of State OnLine Access (SOSDirect) web access system provides subscribers with up-to-date, on-line computer access to a variety of information maintained by the Office of the Secretary of State.

SOSDirect provides the following:

- The SOS UCC System is compliant with Revised Article 9 (RA9), effective July 1, 2001.
- Electronic filing of UCC documents for as low as \$5.00 per document and for electronic filing of business organizations for fees set by statute. ***Name reservations; articles of incorporation, organization and association; certificates of limited partnership, certificates of authority, changes to registered agents/offices and assumed name certificates can be filed online. NEW: Dissolutions and withdrawals for corporations and limited liability companies; cancellation of certificates or registrations of limited partnership; registration of Texas LLPs and withdrawals of foreign LLPs may be filed electronically. FYI: Turntime for web filings is generally 24 hours or less.***
- Enhanced search capabilities for business organizations including searching by entity name, name of person listed as a registered agent, officer or director of a corporation.
- Expands records available online and includes records filed with the SOS relating to:
 - Corporations
 - Limited Partnerships
 - Limited Liability Companies
 - Assumed Names
 - Trademarks
 - Registered Limited Liability Partnerships
 - Foreign and State Financial Institutions

Internet

State of Illinois Department of Natural Resources Web Payment Page

Purchase your Illinois Fishing and Hunting Licenses Online - Microsoft Internet Explorer

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Back Forward Stop Search Favorites Media Print Mail

Address <https://www.link2gov.com/il/dnr/> Go Links




HOME • CART • FAQ • CONTACT US • PRIVACY • OUTDOOR ILLINOIS MAGAZINE



ILLINOIS
DEPARTMENT OF
NATURAL
RESOURCES

FOID CARD
RENEW OR APPLY
BEFORE THE
HUNTING SEASON

To qualify for a resident license you must meet at least 1 of the following requirements:

(a) Have resided in Illinois at least 30 days consecutively prior to applying for this license, and that his/her residence or permanent abode's, at the time of application, is in this state.

or

(b) Be a member of the United States Armed Forces on active duty.

Please Note:
Information requested applies to the individual for whom the license is purchased. Please visit <http://dnr.state.il.us> for complete descriptions of Illinois's fishing and hunting licenses, permits, and regulations. Nonimmigrant aliens who would like to hunt in Illinois need an approved ATF form 6 import permit plus a hunting license or completed shooting event registration form. Please go to the ATF site before purchasing your license if you are a nonimmigrant alien www.atf.treas.gov. If you are purchasing only the Outdoor Illinois Magazine [Click Here](#)

Are you a Resident of Illinois:


Month Day Year

Enter your Date of Birth:

CONTINUE

Resident means a person who in good faith makes an application for any license or permit and verifies by statement that he has actually resided in this State at least 30 days consecutively preceding the date of his application and that his residence or permanent abode is, at the time of making application, in this State. Persons on active duty in the Armed Services are considered residents.

Reprint - If you experienced problems printing your license or would like to reprint



Link2Gov's Web Application Generator

L2G's Web Application Generator (WAG) solution provides a detail-oriented approach to developing robust bill presentment and bill payment systems. Using the WAG specifications, L2G is able to keep your development costs to a minimum, while improving the speed at which your payment application will be available to you and your customers or citizens. All WAG applications integrate into L2G's Visa CISP compliant [Internet Payment Gateway \(L2GNet\)](#) for payment processing and comprehensive [real-time Internet-based reporting](#). Any WAG application can be hosted and maintained on the L2G's secure and redundant payment platform. Once the specifications are completed for your web site, L2G can usually have your WAG site live within two weeks.

Below is a basic outline of the standard L2G WAG bill presentment and bill payment site process.

WAG Process



The first page of the web site the customer or citizen will access. In most cases the Welcome page provides a general application overview, bill sample, and lookup field boxes.

This [Bill Presentment](#) screen is used to display the customer's bill electronically and typically shows information such as name, address, city, state, zip, and amount due on the account.

This [Payment Information](#) screen is used to capture credit card payment information. If applicable, this page will show information regarding any service fee to be charged.

The [Confirmation](#) screen is an overview page showing similar account information as on the Bill Presentment page and the customer's credit card information as entered on the Payment Information page.

The [Receipt](#) provides the customer with a unique transaction ID and in most cases displays basic payment information.

Additional WAG information can be provided upon request.

Point of Sale (POS) Solution

L2G offers and supports a large line of POS solutions that will enable County employees to perform an immediate, real-time authorization of the account. In a typical "in person" environment, the credit card is presented to the employee who then swipes the card through either a POS terminal that is preprogrammed to connect to L2G. Our POS device is either a standard dial-up terminal that simply connects into a standard electrical outlet and a telephone jack, or for more robust reporting, our typical POS device can operate over an IP connection. Alternatively, Agencies may use their existing POS terminals to communicate through the Internet to process POS credit card payments.

Link2POS

LINK2POS is L2G's exclusive Web-based Virtual Terminal. This robust product enables our government clients to accept a wide range of payments types for a wide range of taxes, fees, fines, and other payments from a single, Web-based tool. LINK2POS possesses "shopping cart" functionality where multiple payments can be made through a single transaction. Government employees can either manually enter credit card information or it can be integrated with hardware for capture of information from the magnetic stripe on credit cards and debit cards. LINK2POS's functionality can be further expanded to accept and process PIN-debit transactions by integrating a hardware



component. This solution is perfect for transactions occurring at the Point of Sale, processing mailed-in credit card payments or for call centers accepting payments via a live operator.

The following is a screen shot of our LINK2POS Virtual Terminal.

LINK GOV **LINK2POS**

REPORTS **CONFIGURE** **VOID/REFUND** **REPRINT RECEIPT** **FAQ** **MANUAL ENTRY** **VOICE AUTHORIZATION**

STEP one **ENTER PAYMENT INFORMATION**

☒ **Debit:** ☐ **Credit:**

Payment Type: **Account Number:** **Amount:**

DMV

ADD PAYMENT **Convenience Fee:**

Total:

STEP two **SWIPE CARD TO COMPLETE TRANSACTION**

Ready To Begin

MultiPay

LINK2GOV has recently launched its MultiPay application on point of sale terminals. This application, initially installed in a VeriFone Omni 3740 and 3750, has the following features:

- Supports multi-merchant capabilities
- Supports multiple settlement accounts
- Enables “Payment Items” tracking
- Employs a shopping cart functionality
- Enables customer reference number tracking
- Supports multiple connection options including:
 - ✓ TCP/IP (via Ethernet LAN)
 - ✓ Cellular wireless via Verizon or Sprint PCS
 - ✓ Dial-up
 - ✓ WiFi (coming soon!)
- Enables real-time reporting capabilities
 - ✓ Web based
 - ✓ Terminal based
- Employs user authentication with access privileges
- Employs “queue” functionality in the event of a communication failure
- Supports credit cards, debit cards and check conversion
- Supports customer defined disclaimer on receipts
- Supports duplicate payment delectability and override
- Employs verbal authorization capability
- Automated system stays current with the most up to date release
- Utilizes SSL encryption
- Offers access to L2G management portal
- Coming with the next release:
 - ✓ User administration
 - ✓ VirtuPay (virtual terminal)
 - ✓ Notification of system outages or network problems
 - ✓ Terminal profile management
 - ✓ Client message board



The MultiPay application enables merchants to streamline their payment processing while leveraging the benefits of IP payment connectivity.



Self-Service Terminals (Kiosks)

Our team has a wide range of kiosk devices that can be located at government office locations and other high traffic areas. These kiosks provide citizens with the ability to make payments and transact other business through the Internet. Payments received through the kiosk solution are fully integrated with all other payment vehicles, and we offer a full range of reporting options regarding transactions/payments occurring through the kiosk solutions.

Call Center Solution

Our solution for call centers is our Web-based LINK2POS Virtual Terminal. These can be deployed at call centers operated by our government clients to process a wide range of different payment types. Additionally, L2G offers call center solutions for clients not presently operating a call center. We have provided additional information on our LINK2POS Virtual Terminal above.

Mailed-In Payments

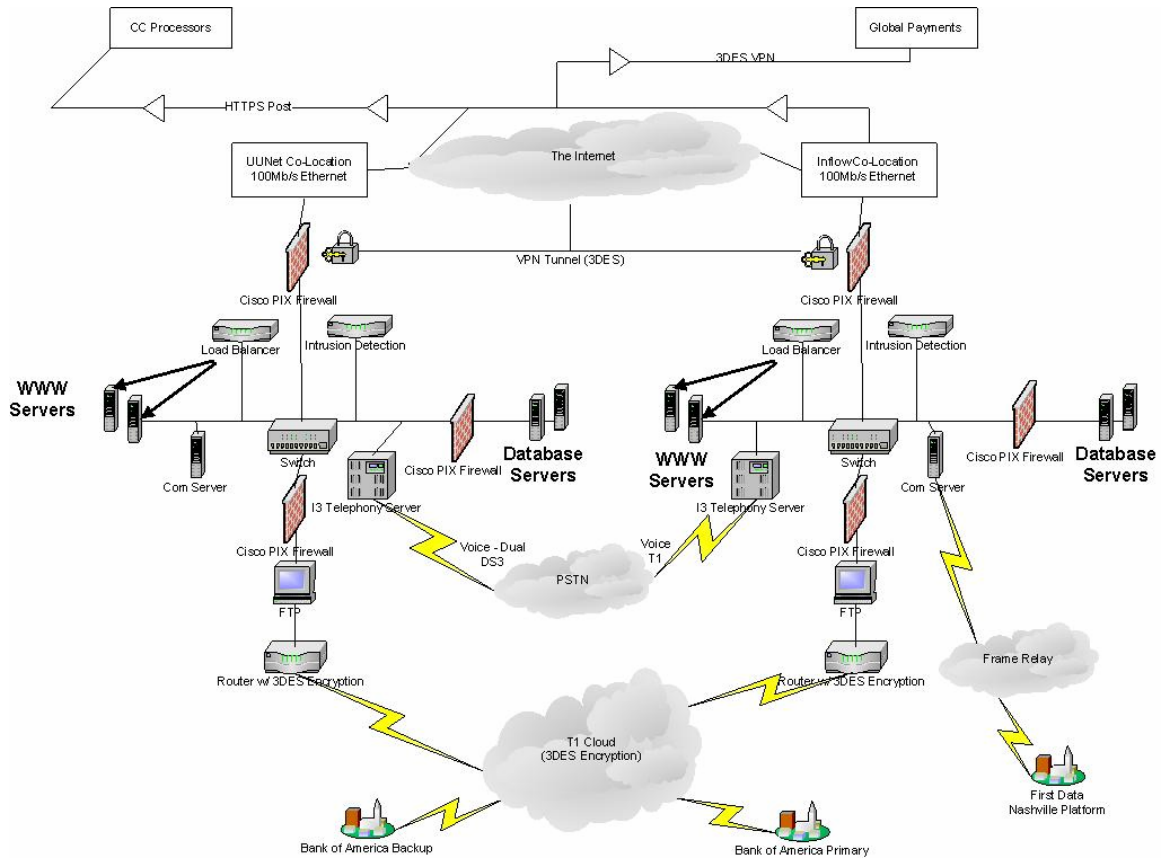
As with our call center solution, LINK2POS provides an effective way for County departments to accept credit card payments through the mail. Typically, our government client will provide a LINK2POS station whereby a County employee can open a payment and manually type in the necessary credit card information provided on the return statement. It may require a slight modification of an existing statement/invoice, and L2G will work with each department to determine what modifications may be necessary to offer constituents the option to pay by credit card through the mail.

2.7.5.3 Indicate where your backup and redundant facilities are located. Provide a diagram or brief narrative explaining how your application will interact with your backup facility or facilities in the event of an emergency or outage. If your organization practices load balancing/sharing, within and between facilities, explain how this is accomplished.

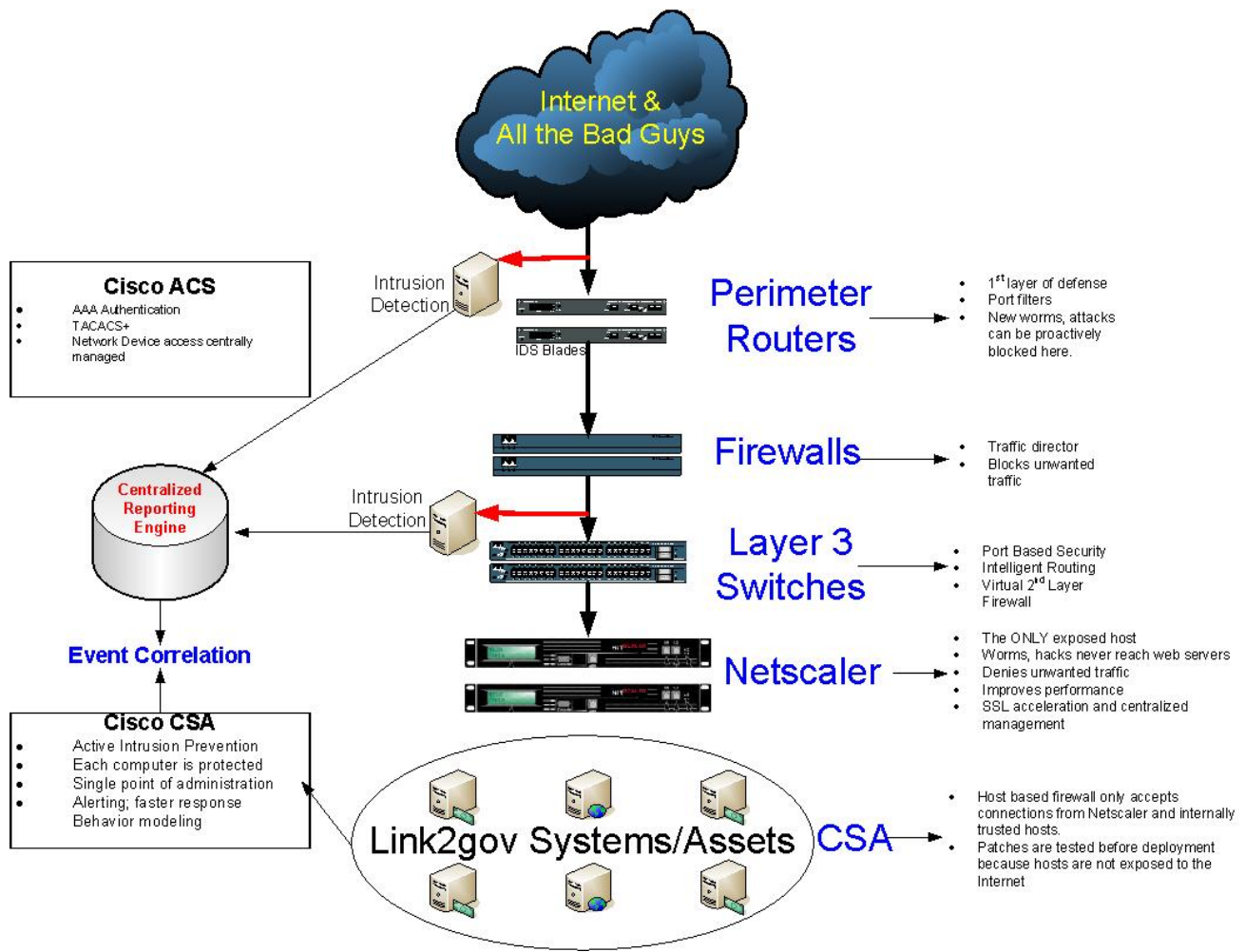
LINK2GOV currently has two fully redundant platforms, in Sterling (Virginia) and Atlanta (Georgia), with a third platform in Nashville (Tennessee) currently underway. Both sites are always live and load balanced, with each site serving as backup for the other. Our Atlanta platform is hosted within UUNet facilities, providing us a direct and redundant connection to the Internet along with the extremely high security. Hosting for our Sterling platform is provided by IBM.

LINK2GOV systems were designed to meet the security and peak performance demands of our federal, state, and local government customers, including the Internal Revenue Service (IRS). Extensive audits and testing of our security, policies, performance and applications are conducted by Dynamic Research Corporation to be used for IRS and VISA CISP compliance. The IRS alone has over 1,000 security requirements that must be met, resulting in over 5,000 pages of documentation, test plans, and test results. LINK2GOV systems, policies, performance, and procedures meet or exceed requirements for the IRS, VISA, and MC, as well as industry best practices. System utilization for the peak days of April 14th and 15th average less than 10 percent.

A network diagram is provided on the following page. All LINK2GOV systems are fully redundant and protected by the latest in network security. The Nashville platform was taken live on January 1, 2005, and has 100 percent uptime to date. A third-party monitoring service is used to test uptime from multiple locations and ISPs.



See security network diagram below. LINK2GOV maintains security for all LINK2GOV-owned systems.





- 2.7.5.4 Provide a narrative explaining how a merchant application (whether hosted by County or respondent) is affected in the event of an emergency or outage. What happens to transactions in processes at the time of an emergency or outage? If drawings or diagrams of your communication network are available, please furnish a copy with your response.

See response to item 2.7.5.3 above.

- 2.7.5.5 In addition to processing credit/debit card authorization requests, describe all other credit/debit card transaction types your application can support (refunds, voids, pre-authorizations, etc.).

During the normal course of electronic payment processing, transactional adjustments are inevitable. Typical examples of these adjustments are credit card chargebacks and electronic check returns. (Chargeback procedures are discussed in detail in response to item 2.7.5.22.) LINK2GOV will make every attempt to resolve adjustments with the customer prior to representing the item back to the PUD for reimbursement. It may be necessary to contact designated personnel for assistance during item resolution. Common reasons for credit card chargebacks are duplicate processing and fraud. Examples of electronic check returns are insufficient funds, account closed, and incorrect account number. LINK2GOV again attempts to collect those electronic checks returned for insufficient funds. In the situation where the customer has entered an incorrect checking account number, LINK2GOV will attempt to contact the customer to resolve the issue. For all items deemed uncollectible, LINK2GOV will document those items separately in the daily electronic file. The daily ACH will comprise a credit for the payments received and a debit to your account for the adjustments processed.

From time to time, it may be necessary for the County to dispute a file payment or debit. It is LINK2GOV's company policy that all disputed matters must be presented by the County to LINK2GOV within seven (7) calendar days with dispute resolution to the County within the following seven (7) calendar days. At the time of amicable resolution, the matter is considered resolved and cannot be applied against future disputes.

- 2.7.5.6 What is your application's average response time to process an authorization request? Briefly explain the basis for your answer. Does the response time vary by processing company? If yes, for the companies your application can process with, what are the fastest and the slowest average response times?

Assuming that there would be a high-speed connection between that application and our electronic payment processing services, the County can expect authorization times to vary from less than one second up to 7 seconds depending on wide range of variables, including Internet traffic, transaction volume at time of transaction, credit association network volume, and other factors.

Our standard processing timeframe for Internet transactions is 1-3 seconds from our in-house servers through to the card issuers. Our average time apparent to the User is currently 3-7 seconds but varies according to User controlled variables (mainly connection speed). Whether on a web site or acquired from a "brick and mortar" merchant location, we generally experience less than 5.0 second authorization response times.



2.7.5.7 Describe your Quality Control/Quality Assurance organization and operations.

The VISA Cardholder Information Security Program (CISP)

LINK2GOV is a Cardholder Information Security Program (CISP) certified processor as recognized by VISA. In April 2000, Visa announced the launch of its Cardholder Information Security Program (CISP). Approved in October 1999 and mandated May 1, 2001, the program was created specifically for merchants and service providers who process, store or transmit cardholder data. Intended to protect Visa cardholders, this program establishes requirements for safeguarding personally identifiable information with a list of 12 detailed security requirements. It is important to note that effective June 5, 2001, VISA began assessing fines to any entity that fails to comply with CISP. The first violation can result in a fine of \$50,000, with each subsequent violation incurring a fine of \$100,000. By selecting LINK2GOV, government entities can rest assured that they will never be fined for non-compliance with CISP program requirements.

It should also be noted that only a CISP-certified vendor can charge a convenience fee. VISA has recently begun to issue severe fines for entities charging a convenience fee that use the services of a non-CISP certified vendor. Additionally, LINK2GOV has vast experience working with government entities and possesses thorough knowledge of credit card associations' rules and regulations. If selected as your credit card processor, LINK2GOV will ensure that you are in compliance with all pertinent credit card association rules and regulations. This will eliminate your risk of being fined or having negative publicity for being cited by VISA, MasterCard, American Express, and Discover Card companies for violations of credit card association rules and regulations.

A copy of LINK2GOV'S most recent Visa CISP Acceptance Letter dated April 15, 2005, has been included in [Attachment 1](#) of our response.

The Final Report on Compliance for VISA CISP Security Compliance Verification (Version 1, Revision 1, December 13, 2004) prepared by Dynamics Research Corporation has also been provided in [Attachment 1](#) of our response.

2.7.5.8 What was the total dollar amount and total number of credit/debit card payment transactions authorized by your application during the most recent 12-month period?

More than a billion in dollar volume and 5.6 million transactions.

2.7.5.9 What was the highest number of credit/debit card payment authorizations processed in a single day by your application during the most recent 12-month period?

We have processed more than 120,000 transactions for more than \$75 million in a single day.

2.7.5.10 What additional transaction processing capacity do you have to take on other clients or applications?

Our load-balanced server farm can handle thousands of customers simultaneously performing routine payment transactions. We closely monitor capacity and usage, and can easily expand capacity without any service interruption should the need arise. The Internal Revenue Service (IRS) selected LINK2GOV, in part, due to our capacity and our ability to rapidly increase that faculty. The IRS spends over a quarter million dollars a year to monitor L2G's security and performance, and we have received the highest validation possible from the IRS for our performance for the past two years. During our peak processing period, L2G reached less than 5 percent of its system's capacity. In order to provide an added level of processing capacity, our service applications are hosted at secure facilities and are designed to enable us to tap into extra capacity through our hosting facilities. Therefore, there is virtually unlimited capacity for our processing services.



2.7.5.11 Describe how you will support County merchants who use a convenience/service fee to offset the costs of accepting credit/debit cards via the Internet. Which of the following computation methods can your application support: a flat convenience/service fee, a percentage convenience/service fee or a tiered convenience/service fee? Indicate whether your organization, when requested, is willing to be the merchant for the convenience/service fee.

Through L2G convenience/service fees can be used to offset all transaction costs that would typically be paid by the County merchants. The costs that are offset include but are not limited to Visa/MasterCard interchange fees, Visa/MasterCard dues and assessment fees, L2G gateway fees, settlement fees, authorization fees, L2G application service provider fees, ACH fees, settlement ACH fees, and chargeback fees.

The L2G payment gateway can support the following convenience/service fee models:

1. Fixed fee (regardless of ticket size), example: \$1.49
2. Variable fee, example: 2.25%
3. Tiered fee based on ticket size
4. Hybrid model that allows the County department to absorb a portion of the convenience/service fee and pass a portion on to the citizen.

In partnership with organizations like Visa and MasterCard, L2G has created a pricing methodology that provides solutions that (1) are in compliance with Association Rules and Regulations including Visa's CISP certification, (2) offer low convenience fees to maximize consumer usage; and (3) integrate marketing efforts to provide additional value to the consumer. Detail regarding our methodology is included in our cost proposal:

L2G is willing to be the merchant for the convenience/service fee in all situations where it is allowable by Association Rules and Regulations.

2.7.5.12 Can your application accept (and save) remittance information from a County merchant during the credit/debit card authorization process? If yes, describe how your application expects to receive the information and provide the maximum number of alphanumeric characters the application can accept and save.

Yes, our application accepts and saves remittance information during the credit/debit card authorization process. There are six (6) user-defined fields of up to 255 characters each on each of our transaction records that can be utilized for this purpose. L2G's preferred data exchange format is secure File Transfer Protocol (FTP). Our experience working in government has allowed us to work with a wide range of different data exchange formats. The FTP process is described in more detail in response to [item 2.7.5.13](#) below.

2.7.5.13 Indicate whether your application has the ability to include this data in a daily file with the amount of each authorized payment, the card type, and a confirmation or authorization number for each payment.

Yes, L2G has this ability. There are six (6) user-defined fields of up to 255 characters each in our application.

L2G's preferred data exchange formats is secure FTP (see below), or XML. Clients can also export data in various formats (Excel, Web Archive, Acrobat (PDF) file, TIFF File, CSV (comma delimited), and XML) through our IP based reporting. Our experience working in government has allowed us to work with a wide range of different data exchange formats.



Describe the transmission and delivery options available to receive this data.

L2G's preferred data exchange format is File Transfer Protocol (FTP). Our experience working in government has allowed us to work with a wide range of different data exchange formats. The FTP process is described in more detail below.

LINK2GOV Connectivity Services – File Transfer Protocol (FTP)

Connectivity

File Transfer Protocol (FTP) is an accepted industry standard that uses the Internet's TCP/IP protocol to exchange files between two sites quickly and accountably. The protocol is readily available in most computer operating systems. LINK2GOV supports FTP as a file transmission delivery option that will allow a customer to deliver and receive application and image data files using the Internet or a private network (Extranet).

FTP Overview

LINK2GOV maintains an FTP server and will create a "drop box" directory on the server for the customer. LINK2GOV will provide the customer with a logon and a password to gain access to the directory. For data inbound to LINK2GOV, the customer can push the data files to the directory. The customer can pull the data files from their outbound directory on the LINK2GOV server. The customer is responsible for initiating the FTP session to push and pull data files.

FTP Options

The FTP options supported by LINK2GOV include:

- FTP over the Internet with PGP encryption
- FTP over SSL
- FTP over SSH

Security

For FTP over the open Internet, file encryption is required. LINK2GOV supports PGP file encryption. FTP over SSL or FTP over SSH can be utilized as an alternative, but requires client software supporting the RFC2228 standard. Our secure FTP methods require client software supporting the File level encryption is not required for FTP over SSL or SFTP.

Process and Procedures

After LINK2GOV receives a request to exchange files by FTP, a member of the LINK2GOV technical staff will contact the customer to verify the detailed connection information. The drop box will be activated, and connectivity testing will be performed to verify the logon IDs and the encryption keys. Next, an application test will be performed to validate the data format and validate the integration with the application. Upon formal acceptance of the tests by both parties, the connection can be utilized for the exchange of production data.

Service and Support

LINK2GOV is committed to providing the highest quality environment to ensure the secure exchange of your data. We offer transmission testing, a help desk available around-the-clock, and active monitoring of data transmissions including notification of transmission failures.

Benefits of FTP

- Automated exchange of financial data
- Safeguards against unauthorized access or manipulation of your data
- Cost effective file transfer
- Superior levels of service and support



FTP Frequently Asked Questions

Can Link2Gov initiate the FTP session?

LINK2GOV prefers the customer to initiate the FTP session to push and pull all data files. On a limited basis, LINK2GOV can initiate the outbound transmission of an encrypted file to the customer's FTP server. Monthly fees are applicable for LINK2GOV initiated FTP.

What are the technical requirements for FTP over the open Internet?

The customer is responsible for the following:

- An Internet connection
- FTP client capabilities
- PGP software for file encryption and decryption

Where can I get PGP software?

PGP software is sold and supported by the software vendor McAfee.

Who is responsible for cleaning the drop box?

The customer is responsible for deleting data files after pulling the data from the outbound directory. For inbound files, LINK2GOV will remove the file after the inbound directory is swept by LINK2GOV.

Does Link2Gov support selfsigned certificates?

Yes. LINK2GOV supports selfsigned certificates.

What are the requirements for FTP over SSL?

FTP over SSL requires FTP client software SecureTransport™ from the software vendor Tumbleweed (formerly Valicert) or a client supporting the RFC2228 standard for FTP over an SSL session.

Does Link2Gov require encryption keys to expire after a specified period of time?

For PGP encryption, LINK2GOV does not require keys to expire.

Does Link2Gov have a test site?

Yes. A LINK2GOV analyst will contact the customer to verify the connectivity information and coordinate a connectivity test.

2.7.5.14 The method of transaction transmission and its levels of protection can be categorized in different security levels. Describe the security levels you use for different levels by name and protective measures you employ for each of them. Measures may include encryption and when applied, fixed circuits, shared circuits or internet transmission, etc. For encryption, indicate strength and algorithm used.

LINK2GOV's Internet Payment Systems use digital certificates provided by Entrust Technologies. All transactions are secured using 128-bit SSL. Connections to back-end processors or third parties are secured over private links with 3DES encryption. Cardholder data is further encrypted when being transmitted within LINK2GOV systems by using a 3DES encryption system.

Merchant Levels

Basic: The user may access at either a terminal or location level only.

Medium: The user may access at an agency level and view transactions performed within the agency.



High: The user may access at a contract level and view any transactions performed within the contract, agency, or location level.

User Levels

User: Has the ability to generate reports.

Supervisor: Has the ability to generate reports and issue refunds.

Administrator: Has the ability to generate reports, issue refunds, and administer other users.

2.7.5.15 Describe all information your application stores on completed credit/debit card transactions.

LINK2GOV stores all data collected passed through our gateway relating to the transaction. This includes any user defined fields, card data, receipt number, etc. Please note that card information is stored as encrypted data and follows the Payment Card Industry (PCI) compliance standards.

How does the organization ensure security and protection of sensitive data?

The LINK2GOV electronic payment processing services were, in part, selected by the Internal Revenue Service (IRS) due to our highly secure network design. As an IRS-authorized e-file partner (www.pay1040.com), our electronic payment processing services must continuously meet the stringent security requirements of the IRS, and undergo continual monitoring by an independent verification and validation auditor contracted by the IRS. Los Angeles County can be assured of the same intense focus on security as we provide for the Internal Revenue Service.





LINK2GOV is required to complete two external audits each year – one for the Internal Revenue Service (IRS) and one for the Visa CISP program. Both audits begin during the summer and we must be in compliance by January 1. The IRS spends approximately \$250,000 auditing LINK2GOV systems for security and performance, and we have passed every annual audit performed by the IRS Independent Validation and Verification (IV&V) vendor. Our compliance with the Visa CISP audit requirements can be verified on Visa's website. Please see [Attachment 1](#) for a copy of LINK2GOV'S Visa CISP Acceptance Letter.

In addition to the IRS, our team develops and supports numerous websites for state governments, counties, and various state agencies that involve the handling of confidential information. We fully understand the need to provide the highest level of security available for our clients to protect the confidential information on their customers. As such is the case, our team maintains a maximum level of security and authentication controls on all our applications to safeguard information placed in our stewardship.

We will work with the County to help define required security levels and will develop our solution to accommodate these needs.

What is the organization's standard retention period?

Live data is typically stored for one (1) year from the time of the transaction. Thereafter, it is archived and is still accessible for an indefinite period of time.

Do you store backup data at a secure offsite long-term archiving facility?

Yes.

2.7.5.16 Describe and explain the methods your application uses to capture an authorized transaction.

Swipe at point of sale (POS), or manual entry on web page.

If your organization uses a third party processor, can your application support a merchant defined cutoff time for transmitting the captured transactions in the form and manner required by the card associations or card companies?

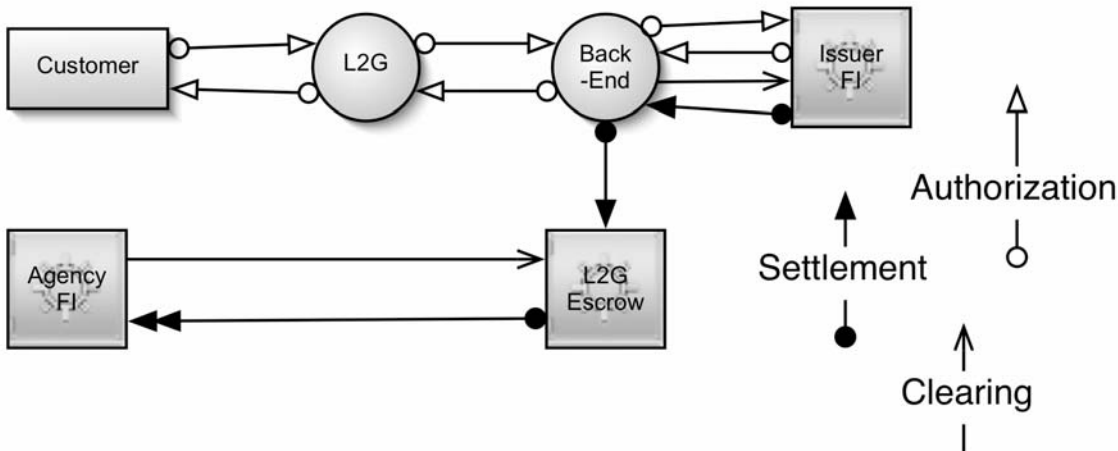
Yes, our applications have this ability.

2.7.5.17 Explain how your application ensures that merchants receive the lowest possible Interchange Rates on transactions for Visa® or MasterCard®.

L2G's applications are built to take advantage of the Associations Interchange qualification criteria as outlined in [pages 7-33 of Schedule A, Interchange Summary \(April 2005\)](#), provided as an attachment to our [Cost Proposal](#). If Interchange rates change our applications automatically begin to accept the updated rate structure. Our applications authorize payments in real-time to avoid specific downgrade fees. Additional measures that can be taken to lower the cost of processing include:

- Order the payment types by cost (least expensive first) in the payment drop down box
- Utilization of AVS and CVV2 as well as other risk mitigation processes to lower overall processing cost to our partners

At the simplest level, processing of Credit Cards, Debit Cards, ACH Transactions (eCheck) and other forms of payment can be described in four (4) steps:



When a customer makes a purchase, account information is sent by the merchant through the authorization network that attempts to gain approval for a transaction, to the Issuer Financial Institution (FI). If the request meets some limits (within certain dollar amounts or frequency of transactions), and if the requests meets some security requirement (such as address matches or account not reported stolen), then approval will be granted. Authorization in almost all cases takes place immediately (plus or minus 5 seconds).

If the transaction is approved, basic information is sent to post against the customer's bank, credit, or other account. This information can include merchant name, phone number, or description of the type of transaction. Clearing typically takes place the 1st evening after the transaction, but is handled completely by the back-end without interaction with the merchant.

Finally, funds are collected from the customer's account and are transmitted to the Agency's Financial Institution (FI), either directly or through an LINK2GOV escrow account. Settlement timing can vary based upon the type of payment being taken or the type of settings the Agency has selected to use:

	Transaction Day	Settlement Day	Special Settlement
Bankcard (MC/Visa)	Day 0	Day 2 (Business Days)	n/a
Non-Bankcard (Amex/Disc)	Day 0	Day 3 (Business Days)	Day 2 (Business Days)
eCheck	Day 0	Day 5 (Business Days)	Day 2 (Business Days)

The difference between Day 3 or Day 5 settlement and Day 2 settlement for Non-Bankcards and eChecks is whether or not the Agency will allow a debit to their account for Chargebacks or Returns. If no debit is possible, then LINK2GOV settles funds as settlement occurs, and chargebacks and returns that occur after that point are invoiced to the agency. If a debit is allowed, then LINK2GOV settles all funds by Day 2, allowing unified settlement, and debits the account if a return or chargeback occurs. These debits would of course be reflected in the reporting allowing the Agency to monitor them at all times. The payment choices that the County makes could have further



impact upon these timeframes, but LINK2GOV will work with the County as much as possible to try and match your needs with the processing schedules.

4. Reporting

Reporting is the fourth, unofficial step of transaction processing. Every step of the process may be reported on using LINK2GOV reports, and, depending on the type of application and equipment being used, reporting may be available instantaneously after a transaction, may become available five (5) minutes after a transaction (this is typical), or may only appear several days after the transaction. The reporting will allow the agency to reconcile what they know to have occurred with what has occurred on the back-end.

If your organization uses a third party processor, indicate the name of your processor, and indicate any internal cutoff times imposed by the processor for same day transmission to the card associations.

Paymentech typically has a cutoff time of between 6:00 p.m. and 8:00 p.m. CST, depending on the situation. LINK2GOV will coordinate with the County to determine the cutoff time that best fits each department's needs. Our gateway allows for flexible cutoffs that we submit to the processor and the reporting can be configured to coincide with those times on a department-by-department basis.

Include the name of the financial institution that you or the processor will use for funding of the daily settlements and provide the funds settlement options.

Paymentech uses Chase Merchant Services.

Indicate how soon after settlement with the card associations will funds be available by ACH or Fed-wire in the County's bank account.

See "Processing Cycle" discussion above.

2.7.5.19 When does the organization schedule routine system maintenance?

L2G systems have 99.99 percent uptime. Because of the clustered servers, most maintenance is performed without any downtime; however, when maintenance is required, it would be performed between the hours of midnight and 5:00 a.m. with notification provided to the County at least one (1) week in advance of any disruption in service due to scheduled maintenance.

Do you consider a merchant's peak season or period when scheduling routine maintenance?

We strive to schedule routine maintenance around a merchant's peak season or period; however, when maintenance is required, it would be performed between the hours of midnight and 5:00 a.m. with notification provided to the County at least one (1) week in advance of any disruption in service due to scheduled maintenance.

Does the organization reschedule routine maintenance to avoid the merchant's peak processing day or dates?

We will certainly work with the County to schedule routine maintenance around peak processing days; however, when maintenance is required, it would be performed between the hours of midnight and 5:00 a.m. with notification provided to the County at least one (1) week in advance of any disruption in service due to scheduled maintenance.



2.7.5.20 Describe your technical assistance or help desk support including staffing, hours and days of operations, locations of staff (e.g. in USA or outside of USA).

Our team provides support to all our clients directly. County representatives will have a direct means to contact our staff for technical support 24 hours a day, 7 days a week. All L2G technical staff are location in the USA. Authorized personnel will call a toll-free number to access direct support from our team. Additionally, personnel can email support-related issues to us at support@link2gov.com.

Include information on average call response time, number of calls per operator, and number of operators.

Internally, we average approximately 109 calls per operator per day. We currently have three dedicated operators (one fluent in Spanish) in-house from 8:00 a.m. – 5:00 p.m. CST. Average response time is typically less than five (5) minutes. Additionally, we use the services of an outside call center to field general questions. They provide 24x7 service with Spanish speaking operators and have approximately 75 operators on staff. Their call response time is typically less than one (1) minute.

2.7.5.21 What support do you provide for fraud or loss prevention? Describe the methods your application supports to authentication or verification a cardholder or a card.

Our system authorizes the credit card payments in real time, and we have various levels of check validation or guarantee that we can provide with different fee structures which would also be handled in real time. Visa, MasterCard, American Express, Discover, and other issuing institutions have very strict rules and procedures designed to protect the cardholder in the case of fraud. The benefit of processing electronic payments with government agencies as compared to the retail world is that in the event that a stolen card was used to pay for a government fee or tax, the cardholder will not be liable as long as she or he reports the card stolen and follows the procedures their issuing bank requires. Additionally, the government agency will not have to worry about retrieving property since they will merely have to contact the citizen and ask for an alternate form of payment. It is up to the Client to decide if that citizen is required to pay any late fees, fines, or other penalties.

If your application has the capability to identify duplicate authorization requests, briefly describe the process and explain what happens to the duplicate transaction.

L2G has several ways to identify and prevent duplicates as defined by our clients. Typically, we implement a system that does not allow a payment to be processed if a previous payment was made within a specified period of time using the same credit card number, amount, and some other unique identifier. L2G can adjust the business rules for duplicates as defined by the County to ensure the system meets your needs.

L2G provides a couple of options for correcting duplicate transactions. If the duplicate was identified on the same day of the transaction, L2G (or the client) can void the transaction and notify the cardholder if needed. In this case, the cardholder's statement will never show the duplicate transaction. If the duplicate was identified after the day of the transaction, L2G (or the client) can refund the transaction and notify the cardholder if needed. In this case, the cardholder's statement will show a credit and debit for the duplicate transaction. If L2G has paid our client for the duplicate transaction, we will debit the client's account for the amount of the refund or subtract it out of our next ACH.

2.7.5.22 What support is available to the merchant for handling retrieval and chargeback transactions?

Chargeback Process

During the normal course of electronic payment processing, transactional adjustments are inevitable. Typical examples of these adjustments are credit card chargebacks and electronic check returns. L2G will make every attempt to resolve adjustments with the customer prior to representing the item back to the agency for reimbursement. It may be necessary to contact designated County personnel for assistance during item resolution.



Common reasons for credit card chargebacks are duplicate processing and fraud. Examples of electronic check returns are insufficient funds, account closed, and incorrect account number. L2G makes another attempt to collect those electronic checks returned for insufficient funds. In the situation where the customer has entered an incorrect checking account number, L2G will attempt to contact the customer to resolve the issue. For all items deemed uncollectible, L2G will document in the daily electronic file, those items separately. The daily ACH will comprise a credit for the payments received and a debit to your account for the adjustments processed.

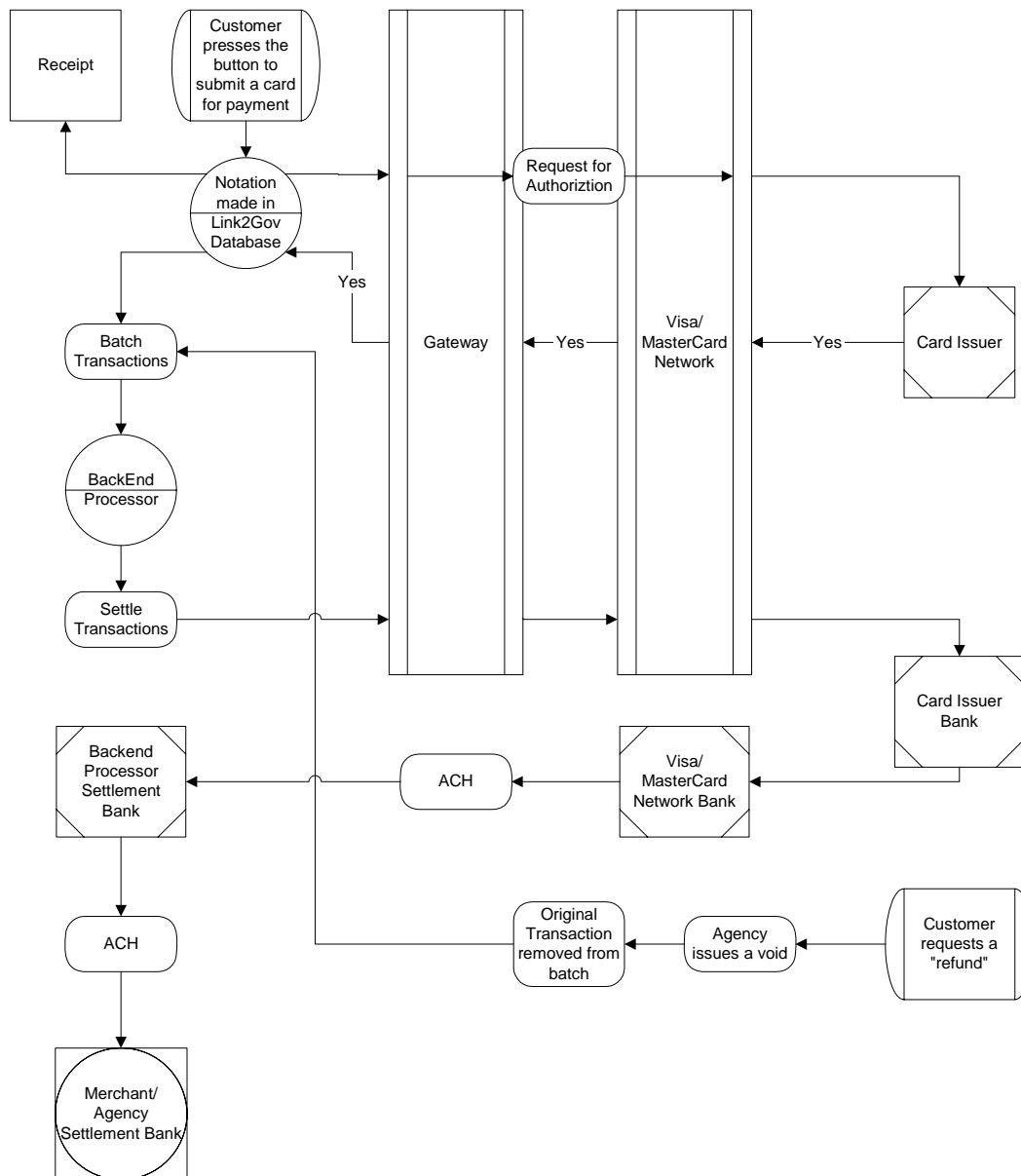
From time to time, it may be necessary for the County to dispute a file payment or debit. It is L2G's company policy that all disputed matters must be presented by the County to L2G within seven (7) calendar days with dispute resolution to the County within the following seven (7) calendar days. At the time of amicable resolution, the matter is considered resolved and cannot be applied against future disputes.

The following pages further define our chargeback procedures.

Assuming a "Good" Authorization, followed by a "Void":

1. Customer presses the button to submit a card for payment
2. Record notation is made in L2G's internal database, simultaneously, the request for authorization is sent through the gateway
3. Request goes through gateway, through the Visa/MasterCard Network, to the Card Issuer (Bank, Card Company, or Credit Union) and their records are checked, and a "Approved" is sent back through Network and Gateway to L2G
4. Notation is made in L2G's internal database, Customer is made aware of the approval in the form of a receipt
(Steps 1 through 4 take an average of less than 30 seconds)
5. L2G places the transaction in a batch with our backend processor. Transactions continue to accrue the entire day up until 3:00am EST, when the batch is closed.
6. At some point before the batch is closed, an authorized party (typically a representative from L2G or the County) initiates a void. The void removes that transaction from the batch.
7. The batch is then settled at 3:00am EST and submitted out to the Visa/MasterCard Network at some point in the next couple of hours, but without this transaction.
8. The customer's card will typically retain the authorization (a hold on their available funds decreasing their "open to buy" credit available) for a period of days (this is dependant on the Card Issuer's policy and is not something anyone but them can control)
9. When the deposit is made and reconciliation begins, this transaction can be either shown as a transaction and void, thus balancing the credit and debit, or the original transaction will not show on any general report, only those reports specifically designed for voids will show it.

Authorization Process followed by a Void

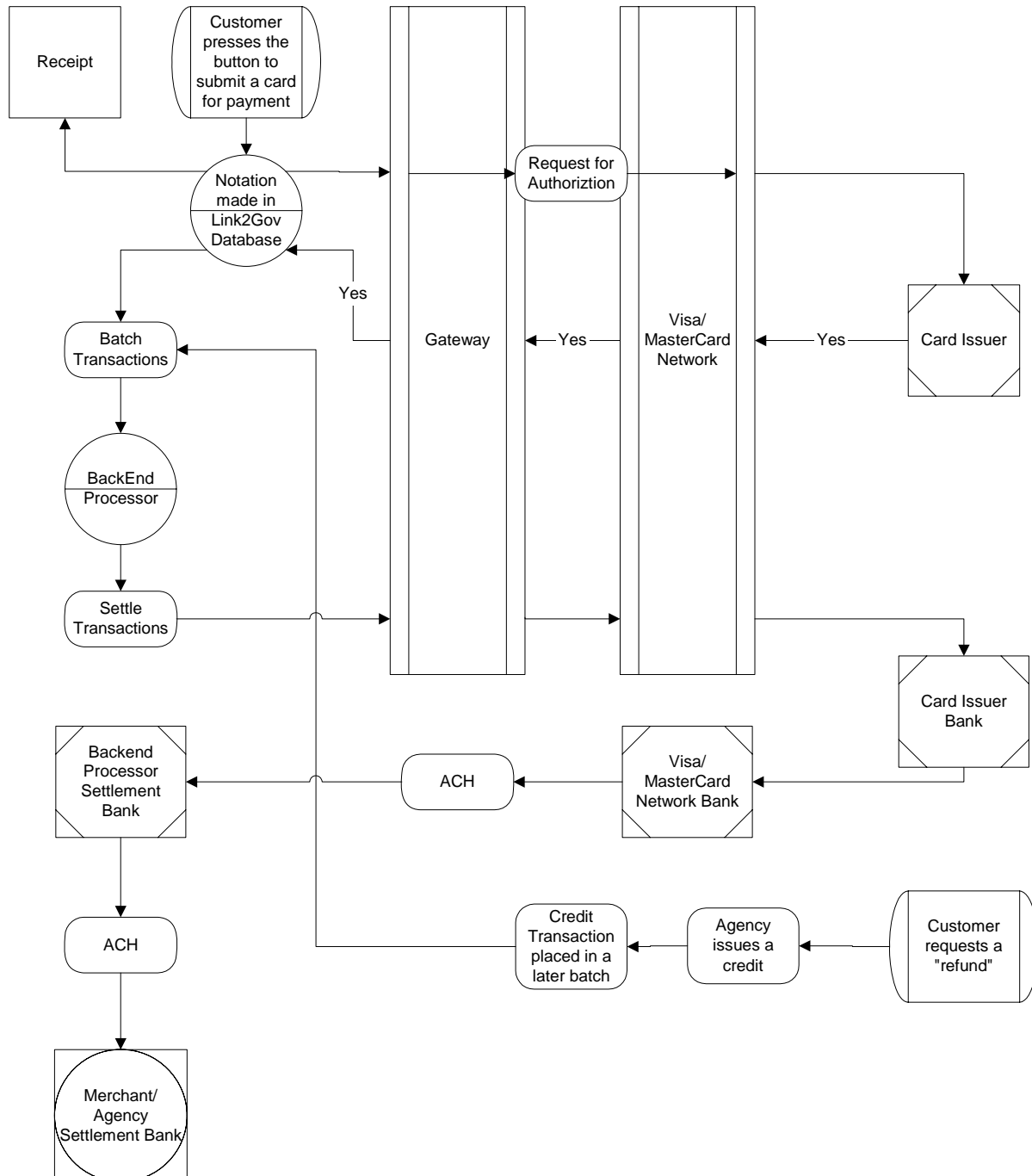




Assuming a "Good" Authorization, followed by a "Credit":

1. Customer presses the button to submit a card for payment
2. Record notation is made in L2G's internal database, simultaneously, the request for authorization is sent through the gateway
3. Request goes through gateway, through the Visa/MasterCard Network, to the Card Issuer (Bank, Card Company, or Credit Union) and their records are checked, and a "Approved" is sent back through Network and Gateway to L2G
4. Notation is made in L2G's internal database, Customer is made aware of the approval in the form of a receipt
(Steps 1 through 4 take an average of less than 30 seconds)
5. L2G places the transaction in a batch with our backend processor. Transactions continue to accrue the entire day up until 3:00am EST, when the batch is closed.
6. The batch is then settled and submitted out to the Visa/MasterCard Network at some point in the next couple of hours.
7. Upon receipt of the batch, the Visa/MasterCard Network initiates an ACH deposit of the sum of all of a processor's merchants into the back-end processor's settlement account. This sum is less any pass-through fees.
(Since this is an ACH, it usually arrives in the back-end processor's settlement account within 24 hours after the transaction date)
8. The backend processor then initiates an ACH into the merchant's settlement account. Typically they initiate a Debit ACH composed of any fees and chargebacks at the same time.
(Again, since this is an ACH, it usually arrives in the back-end processor's settlement account within another 24 hours, now 48 hours after the transaction date)
9. At some point after the batch has closed, an authorized party (typically a representative from L2G or the County) initiates a credit. The credit creates a new transaction in a later batch. This transaction goes through the same settlement processes and eventually results in a debit to the merchant's settlement account.
10. The merchant now has the deposit from the original batch (including money for the transaction) as well as a debit from a later batch (removing the money for the transaction) in their account, which can be reconciled against the transaction reports provided through internal, or L2G, systems.

Authorization Process followed by a Credit

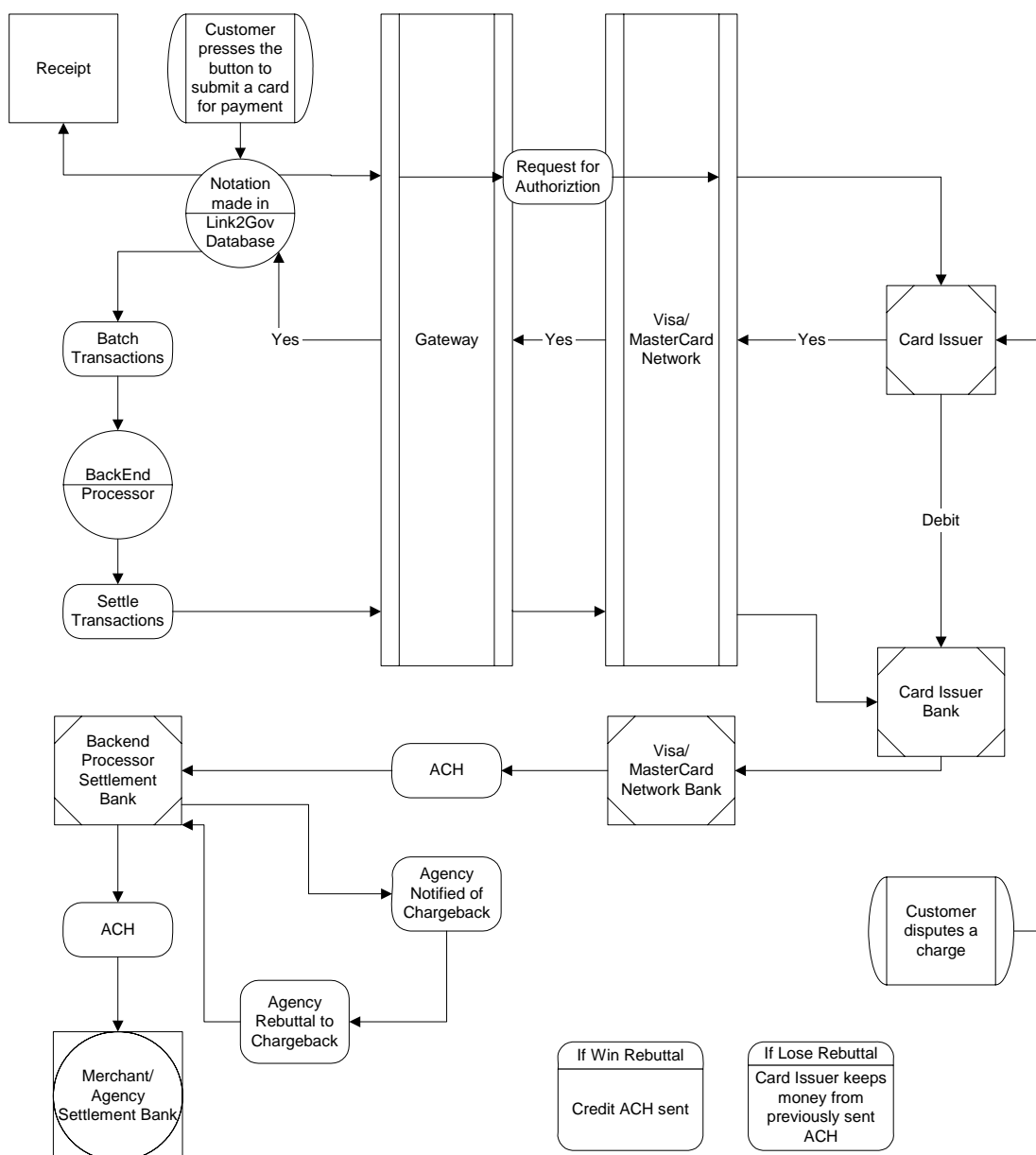




Assuming a “Good” Authorization, followed by a “Chargeback”:

1. Customer presses the button to submit a card for payment
2. Record notation is made in L2G’s internal database, simultaneously, the request for authorization is sent through the gateway
3. Request goes through gateway, through the Visa/MasterCard Network, to the Card Issuer (Bank, Card Company, or Credit Union) and their records are checked, and a “Approved” is sent back through Network and Gateway to L2G
4. Notation is made in L2G’s internal database, Customer is made aware of the approval in the form of a receipt
(Steps 1 through 4 take an average of less than 30 seconds)
5. L2G places the transaction in a batch with our backend processor. Transactions continue to accrue the entire day up until 3:00am EST, when the batch is closed.
6. The batch is then settled and submitted out to the Visa/MasterCard Network at some point in the next couple of hours.
7. Upon receipt of the batch, the Visa/MasterCard Network initiates an ACH deposit of the sum of all of a processor’s merchants into the back-end processor’s settlement account. This sum is less any pass-through fees.
(Since this is an ACH, it usually arrives in the back-end processor’s settlement account within 24 hours after the transaction date)
8. The backend processor then initiates an ACH into the merchant’s settlement account. Typically they initiate a Debit ACH composed of any fees and chargebacks at the same time.
(Again, since this is an ACH, it usually arrives in the back-end processor’s settlement account within another 24 hours, now 48 hours after the transaction date)
9. At some point after the batch has closed (usually 1-3 months later), the cardholder initiates a chargeback request (they can be disputing the charge for a number of reasons: they don’t recognize it, they did not authorize it, they say they did not receive the item, etc). The chargeback does not create a new transaction in any batch that we can see.
10. The chargeback money is taken from the merchant account. Simultaneously, the merchant will be notified (usually by mail or fax from either the card issuer [for AMEX] or by the back-end processor’s settlement bank [for Visa or MasterCard]) that there has been a chargeback. The notice will include information to assist research (usually dollar amount, transaction date, and card number), a reference number for this case, and instructions on when to reply by.
11. The merchant must then document the charge and determine the legitimacy of the chargeback. This rebuttal is sent back to the responsible party, who will then decide either in favor of the merchant or the customer. In many cases, both parties are then notified of the results (sometimes in the form of mail, fax, or a deposit or credit to the merchant’s settlement account that contains the case’s reference number).
12. In cases where the chargeback was lost: The merchant now has the deposit from the original batch (including money for the transaction) as well as a debit from a later batch (removing the money for the transaction) in their account, which can then be reconciled against the transaction reports provided through internal, or L2G, systems.
13. In cases where the chargeback was won: The merchant now has the deposit from the original batch (including money for the transaction) as well as a debit from a later batch (removing the money for the transaction) in their account, and another credit from the win, which can then be reconciled against the transaction reports provided through internal, or L2G, systems.

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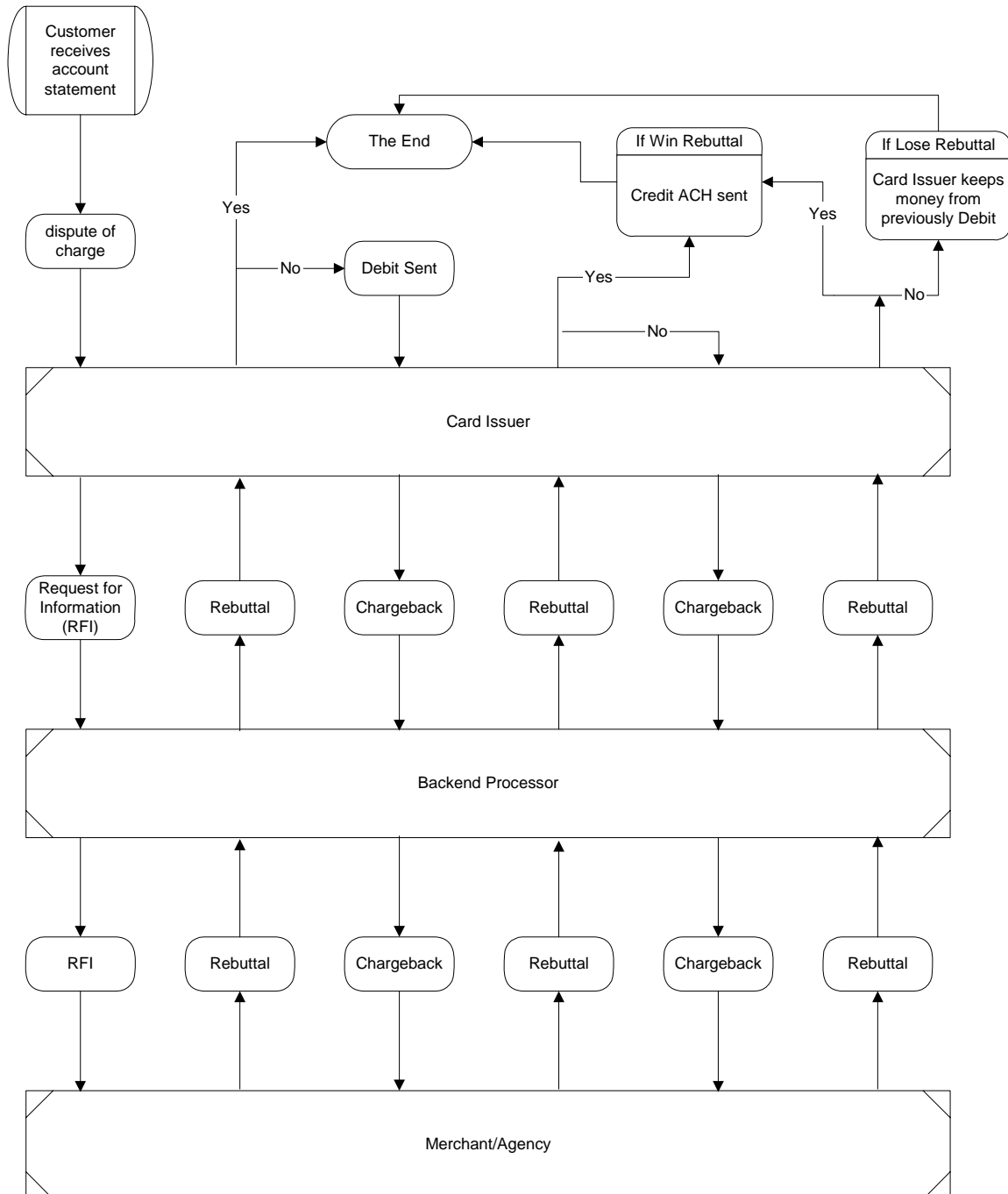




Detailed Explanation of the Chargeback Process:

1. The customer receives their credit card, bank, or credit union statement, notice the charge, and for some reason decides to dispute it. This process usually begins some 1 to 3 months after the transactions and may be up to 6 months.
2. The customer sends the dispute to the card company by mail or fax, and is usually required to fill out certain forms. It may take as much as another week or two before this step is completed.
3. The card issuer approaches our back end processor with a Request for Information (RFI).
4. The back end processor notifies the merchant, usually by mail or fax, of the RFI and requests that the information be sent in by a given date. So the merchant has received the RFI up to a week later and has been given anywhere between a day and ten days in which to respond.
5. The Rebuttal is sent to the back end processor, by fax to cut down on time, which then passes it on to the card issuer. The card issuer will, according to their own internal policies, make some kind of decision whether to automatically continue the process or to allow the customer to choose to continue or not.
6. If the customer or card issuer continues to dispute the charge, they will again send notice to the back end processor, who will again send notice to the merchant, that the RFI has become a Chargeback. This process again is usually by mail and may take up to several weeks.
7. Simultaneously with the notification, the card issuer has sent a debit to the back end processor for the disputed amount, and the back end processor will in turn debit the merchant account for the amount. This debit should appear on the merchant's account statement with some kind of reference number (depending on the back end processor) that correlates to a reference number on the paper notification sent to the merchant.
8. The Chargeback will include a new date to respond by, and often includes instructions or requirements that need to be followed. The Rebuttal is again faxed to the back end processor, and passed on to the card issuer.
9. The card issuer or customer may choose to Chargeback the transaction another time. This time even more detailed information will be required, and will usually include a requirement to produce a signed sales slip, proof of purchase by the individual, or proof of delivery. Many times, a Chargeback having reached this state is merely a formality and has been lost already.
10. The final rebuttal is sent back through the same channels, and the card issuer makes the final decision. A win at this point results in a credit of the questioned monies back to the merchant's account and often notice sent back through the channels that the credit has been given. A loss at this point results in no additional debits, as the monies have already been debited, and sometimes results in no notification of the loss.

Detailed Explanation of the Chargeback Process





If a transaction is not settled after authorization:

Cause: This is a rare occurrence, usually caused by heavy network problems or multiple failed servers at the back end processors' facilities.

Symptom: The daily morning examination of the back-end processor's batches show that the batch from the previous night was either left open, or did not contain all the transactions. When an item count exceeds the batch capacity, the extra items may not be settled, and in some cases, the entire batch may not settle.

Resolution: This error requires manual intervention between L2G and the back-end processors. Under normal circumstances, the error will be caught and corrected by L2G the next morning and the batch can be closed immediately. As long as the batch is closed before any transaction is older than 7 days, the money will be collected. This resolution may cause slight irregularities in deposits for the County as funds are collected a day or two after they would have been under normal processing, and so may require the County to contact L2G for clarification.

Describe your application's capability to respond to a merchant inquiry on a previous transaction, including declined authorizations, charge-backs and refunds (returns).

See response to previous question above.

Which information in your transaction database is available for inquiry and/or viewing by the merchant?

Standard reporting options are discussed in detail in response to [item 2.7.5.23](#) below. Custom reporting options are available on a merchant-by-merchant basis.

Describe how you ensure secure access by authorized users only.

The County will send L2G a list of authorized staff usernames and passwords, which accounts they should be able to access, and which authorized staff should have administrative capabilities. This information will then be loaded into our system by your L2G project manager.

2.7.5.23 What industry-standard reports does your organization provide to the merchant? Describe each report (or provide a sample) and provide a description of the information contained in each report. Indicate the delivery options available (facsimile, mail, transaction, online, etc.). Explain how you ensure only authorized staff may obtain the reports.

Reports are generally, but not limited to, reports via email, or reports available online. The standard suite of reports include Annual, Monthly, Daily, or Variable date Range Transaction Reports, Annual, Monthly, Daily, or Variable Date Range Payment Type Reports, Annual, Monthly, Daily, or Variable Date Range Channel Reports, Account History, Transaction Detail, and Remittance Reports. Custom reports are available on a merchant-by-merchant basis.

The LINK2GOV online reporting tool enables the user to run reports based on a variety of different search criteria. The basic summary report will allow the user to specify a date range, and will return all the transactions that happened within that date range along with a subtotal of those transactions. The detail report will allow the user to search based on a number of different fields (last five of credit card number, receipt number, etc.) and will return all the transactions that matched that criteria. Finally, the ACH report can be run for any specific date. The purpose of the report is to show the user what dollar amount will be show up, via ACH, in their settlement account that day.

All reports are available and can be accessed 24 hours a day, 7 days a week. All reports are available via a browser using HTTPS and the data is available real-time. The County will send L2G a list of authorized staff usernames and passwords, which accounts they should be able to access, and which authorized staff should have administrative capabilities. This information will then be loaded into our system by your L2G project manager.



LINK2GOV offers an exclusive comprehensive online reporting tool that provides detailed transaction, settlement, and exception reporting in real time. The LINK2GOV online reporting tool enables the user to run reports based on a variety of different search criteria. The basic summary report will allow the user to specify a date range, and will return all the transactions that happened within that date range along with a subtotal of those transactions. The detail report will allow the user to search based on a number of different fields (last five of credit card number, receipt number, etc.) and will return all the transactions that matched that criteria.

Finally, the ACH report can be run for any specific date. The purpose of the report is to show the user what dollar amount will be show up, via ACH, in their settlement account that day. All reports are available and can be accessed 24 hours a day, 7 days a week.

Online reports can be sorted by any available data field. LINK2GOV's online reporting tool enables the user to define the search/sort parameters, which is based on all data fields established by the individual Departments.

Live data is typically stored for one (1) year from the time of the transaction. Thereafter, it is archived and is still accessible for an indefinite period of time.

Screenshot samples of our online reporting tool have been provided on the following pages:

A screenshot of a web browser displaying the LINK2GOV Transaction Reports search interface. The browser window has a yellow address bar and a green "Go" button. The page has a blue header with the LINK2GOV logo and the text "Transaction Reports". Below the header is a "Search Criteria" section with two main areas. The first area, "Search Criteria 1", contains fields for "Report Type" (set to "Detail Report"), "Start Date" (10/16/2003), "Start Time" (12:00 AM), "End Date" (10/16/2003), "End Time" (11:59 PM), "Payment Type" (All Types), and "Transaction Status" (All Status). A "Search" button is at the bottom of this section. The second area, "Search Criteria 2", contains fields for "Receipt Number", "Last 5 of Card", and "eCheck Account Number", with a "Search" button at the bottom. A copyright notice "Copyright Link2Gov Corp. 2003" is visible at the bottom of the page.



Transaction Reports								
Reporting Period: 10/16/2003 12:00 AM to 10/16/2003 11:59 PM Project Ref.: 101603-01 Date Run: 10/16/2003 4:01:17 PM								
Page Legend								
← Back to Search Criteria Total Records: 6 Page 1 of 1 Page Size: 20 To Excel To XML								
Receipt	Date/Time	Customer Name	Card Type	Last 5	Payment	Fee	Total	Approval
1323(VT)	10/16/2003 4:50:13 PM	Link2Gov	VISA	11111	\$25.00	\$0.00	\$25.00	Approved
1324	10/16/2003 4:50:35 PM	Link2Gov	VISA	11111	\$29.00	\$0.00	\$29.00	Approved
1325	10/16/2003 4:51:02 PM	Link2Gov	VISA	11111	\$75.00	\$0.00	\$75.00	Approved
1326	10/16/2003 4:51:13 PM	Link2Gov	VISA	11111	\$95.00	\$0.00	\$95.00	Approved
1327	10/16/2003 4:51:37 PM	Link2Gov	VISA	11111	\$1,024.00	\$0.00	\$1,024.00	Approved
1328(VB)	10/16/2003 5:02:49 PM	Link2Gov	VISA	11111	(\$25.00)	\$0.00	(\$25.00)	Approved
Copyright Link2Gov Corp. 2003								

Address | Go

LINK GOV

Transaction Reports

View Transaction Record


Receipt: 1323
Transaction Date/Time: 10/16/2003 4:50:13 PM
Customer Name: Link2Gov
Customer Address: 1 Burton Hills Blvd
Customer City: Nashville
Customer State: TN
Customer Zip: 37215
Customer Phone:
Customer Email: support@link2gov.com
Last 5: 11111
Card Expiration Date: 01/2004
Credit Card Code: VISA
Transaction Amount: \$25.00
Transaction Type: CONCORD
Check Bank Router:
Check Bank Account:
Check Number:
Convenience Charge: \$0.00
Standard Fee: \$25.00
Successful: Approved
Settlement Date: 10/16/2003 4:50:13 PM
User Part 1:
User Part 2:
User Part 3:
User Part 4:
User Part 5:
User Part 6:

[BACK](#) [VOID](#) [REFUND](#)


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Transaction Reports					
<div> Back to Search Criteria </div> <div> ACH Report Project Ref.: 101603-01 Date Run: 10/16/2003 3:55:15 PM </div>					
Summary by Merchant ID - Reporting Period: 10/16/2003 12:00 AM to 10/16/2003 11:59 PM					
Program Name	Merchant ID	Trans. Count	Trans. Amount	Convenience Fee	Net Deposit
John Q Merchant	1	5	\$1,248.00	\$0.00	\$1,248.00
[Show All Detail]					
Transaction Detail - Reporting Period: 10/16/2003 12:00 AM to 10/16/2003 11:59 PM					
<div> Total Records: 5 Page 1 of 1 Page Size: 20 To Excel To XML </div>					
Receipt	ACH Date	Merchant ID	Trans. Amount	Convenience Fee	Net Deposit
1327	10/16/2003 4:51:37 PM	1	\$1,024.00	\$0.00	\$1,024.00
1326	10/16/2003 4:51:13 PM	1	\$95.00	\$0.00	\$95.00
1325	10/16/2003 4:51:02 PM	1	\$75.00	\$0.00	\$75.00
1324	10/16/2003 4:50:35 PM	1	\$29.00	\$0.00	\$29.00
1323	10/16/2003 4:50:13 PM	1	\$25.00	\$0.00	\$25.00
<div> < > </div>					
Copyright Link2Gov Corp. 2003					

Address Go



Transaction Reports

 View Transaction Record

Receipt: 1327
Transaction Date/Time: 10/16/2003 4:51:37 PM
Customer Name: Link2Gov
Customer Address: 1 Burton Hills Blvd
Customer City: Nashville
Customer State: TN
Customer Zip: 37215
Customer Phone:
Customer Email: support@link2gov.com
Last 5: 11111
Card Expiration Date: 01/2004
Credit Card Code: VISA
Transaction Amount: \$1,024.00
Transaction Type: CONCORD
Check Bank Route:
Check Bank Account:
Check Numbers:
Convenience Charge: \$0.00
Standard Fee: \$1,024.00
Successful: Approved
Settlement Date: 10/16/2003 4:51:37 PM
User Part 1:
User Part 2:
User Part 3:
User Part 4:
User Part 5:
User Part 6:

Copyright Link2Gov Corp., 2003



2.7.5.24 If the County requires custom reports or requires access to data in your database, how will your organization meet the County's needs?

Reporting capabilities are described in detail in response to [item 2.7.5.23](#) above. Custom reports are available on a merchant-by-merchant basis.

2.7.5.25 Describe the training and support new e-Commerce merchants can expect to receive from your organization. What assistance does your organization provide for post-implementation questions?

LINK2GOV includes training as part of the initial installation. Our team has a successful history of working closely with our government clients to provide training for our clients' personnel. Since each set of payment processing services is customized to a client's specific needs, we design and develop training on a case-by-case basis contingent upon the client's particular choice of electronic payment services. Our team has discovered in our numerous contracts with government entities across the country that by working closely with representatives from the client's team through the design, development and implementation of the project reduces significantly the need for training. This is due to the fact that the client's team is involved in designing how the system will operate, creating applications that are, in part, user designed, and, in whole, user friendly. During the implementation process, all pertinent procedures and processes are addressed with the merchant. We do provide one-day training on administrative site functions. As with all our clients, we provide ongoing training and support as necessary.

Initial training primarily focuses on getting merchants up and going, as well as a certain level of fraud awareness. Merchants are routinely analyzed and if indicators show the need, additional training is provided. This also includes training on utilizing tools, such as our exclusive real time online reporting tool, and other exclusive products, such as our LINK2POS Virtual Terminal.

We will develop a training plan based on the needs and schedules of the County upon award of the contract. This training plan will be developed in collaboration with County officials, which will allow comprehensive user training on all equipment and systems. Additionally, as agencies sign up for these services, LINK2GOV will provide training for newly participating agency personnel to familiarize them with the processes for operating POS devices and for using our one-of-a-kind administrative site, including report generation, reconciliation, adjustments and other administrative needs. LINK2GOV will also provide these training services for local jurisdictions and other quasi-governmental agencies and organizations within the County that can contract for electronic payment processing services under the contract resulting from this solicitation.

LINK2GOV has several training options available to the County, including train-the-trainer as well as telephone training sessions.

- Train-the-trainer is structured where LINK2GOV will either go to a County-designated location or perform training classes or, if preferred, the County can send employees to LINK2GOV's facilities. LINK2GOV will personally train the group of County employees who will then take that knowledge and train their own people or departments on how to operate equipment, etc.
- LINK2GOV also offers telephone-training sessions where County employee can call a toll-free telephone numbers and a LINK2GOV associate will train the employee over the phone on the applications, reporting tool, etc.

Regardless of how the County would like to see its teams trained, LINK2GOV is extremely well versed at this task and will be happy to work closely with the County to develop and implement a training program(s) that meet the various needs and requirements of each department.

Additionally, information regarding various credit, debit, and EBT authorizers may be conveyed related to these products. LINK2GOV has a relationship with the group that monitors compliance and regulatory requirements and disseminates this information and customer-specific impact directly to the customer through training sessions. The County can request additional training as required.



2.7.5.26 Please describe the organization's process and procedure for problem resolution. Attached any charts or diagrams you have that will help to understand your current process.

The following is a chart of typical response times and resolution times for each problem severity; however, we typically negotiate service levels during the contracting process. Prior to contract signing, we will provide guaranteed response times to all reported issues as agreed upon between the County and L2G during this process.

Severity	Response Time	Resolution Time	Overview	% Vendor to Meet
1 – Critical “Priority 1” or “Critical” means an Error that renders the Application inoperative or causes the Application to fail catastrophically within the Vendor’s control.	0.25 Hours	2 Hours	The critical business function, product, service or network is not usable for any user or multiple users.	Response: 95% within 15 Minutes Resolution: 90% within 2 Hours
2 – High “Priority 2” or “High” means an Error that affects ability to perform a critical business function within the Application and no Workaround exists within the Vendor’s control.	1 Hour	24 Hours	Important function or service is not available and no workaround exists.	Response: 95% within 1 Hour Resolution: 90% within 8 Hours
3 – Medium “Priority 3” or “Medium” means an Error that affects ability to perform a non-critical business function or there is a Workaround to a critical business function within the Application.	1 Business Day	5 Business Days	The product, service or network is not seriously affected.	Response: 95% within 24Hours Resolution: 85% within 24 Hours
4 – Low “Priority 4” or “Low” means an Error that causes only a minor impact on the use of the Application.	2 Business Days	20 Business Days	Minor shortcoming, dissatisfaction or question.	Response: 90% within 30 Hours Resolution: 85% within 5 Business Days

2.7.5.27 What options are available for the invoicing and payment of your fees?

LINK2GOV can provide monthly invoicing generated in PDF format. It is our standard practice to provide detailed and summary invoices to our clients. If the County prefers to remit payment via ACH or another alternative, we will work with the County to meet those needs.

2.7.5.28 Describe your policies and practices regarding confidentiality of customer records that you process. Do you have an appointed Privacy Officer and specific policies in that area?

Link2Gov Privacy Statement

Introduction

LINK2GOV has created this privacy statement in order to demonstrate our firm commitment to privacy issues. The following discloses our information gathering and dissemination practices.

At LINK2GOV, we are very committed to your privacy. This is our **PRIVACY PROMISE TO YOU**:



LINK2GOV will never sell, exchange, or release any of your individual personal information to a third party without your express permission.

Information We May Collect

Like other web sites, your IP number is visible to us when you visit our web site. What is an IP address, you may ask? It is a number automatically assigned to your computer whenever you're connected to the Internet. Your IP number is visible to most of the websites that you visit. Don't worry, though, at LINK2GOV, we only use IP numbers to help diagnose problems with our servers, and to administer our Web site. Other sites may use your IP number for marketing purposes. We assure you we do not.

Cookies

Like many sites, LINK2GOV uses cookies. Cookies are data files that are stored on your computer. They contain identification information that enables us to see how our users are interacting with our site and how frequently they are returning. Cookies do not contain any personally identifiable information.

We use cookies for the benefit of our users. Cookies let us know if we have repeat visitors (a strong indication of happy consumers) and if we are delivering a quality product to our consumers. We also use cookies to identify which sites our repeat visitors are coming from, so that we can place more of our online advertising on these sites. Essentially, it is an anonymous way to survey how we are doing and to look for other consumers who we think will like our site.

If you do not want to accept cookies from LINK2GOV or other sites, your browser software should allow you to not accept cookies. Look in the Preferences (Netscape) or Internet Options (Microsoft Internet Explorer) feature to do this.

Contacting Us

If you have any questions about this privacy statement, the practices of this site, or your dealings with LINK2GOV, please contact:

Privacy Policy Issues

LINK2GOV

One Burton Hills Blvd., Suite 300

Nashville, TN 37215

privacy@Link2Gov.com

2.7.5.29 Loss Prevention Programs: Describe the risk identification and control processes you use to prevent and mitigate financial losses which could result due to employee dishonesty, computer/cyber fraud and related crimes. Include information concerning accounting controls, segregation of duties, employee screening, computer system security and back-up procedures, and related measures.

Internal Controls

In addition to internal security audits, LINK2GOV is required to complete two external audits each year – one for the Internal Revenue Service (IRS) and one for the Visa CISP program. Both audits begin during the summer and we must be in compliance by January 1. The IRS spends approximately \$250,000 auditing LINK2GOV systems for security and performance, and we have passed every annual audit performed by the IRS Independent Validation and Verification (IV&V) vendor.

A copy of LINK2GOV'S most recent Visa CISP Acceptance Letter dated April 15, 2005, has been included in [Attachment 1](#) of our response.



The Final Report on Compliance for VISA CISP Security Compliance Verification (Version 1, Revision 1, December 13, 2004) prepared by Dynamics Research Corporation has also been provided in [Attachment 1](#) of our response.

All transactions have numerous events (Request, Sent to Processor, Response Received from Processor, Authorized, Closed, Voided, Settled, etc.) and every event is logged with complete detail and is available via audit logs and reports. Transaction information is audited, encrypted and archived in a manner that meets or exceeds the standards defined by Visa, the IRS, and industry best practices.

[Employee Screening](#)

Prior to being hired, all LINK2GOV job candidates/applicants are sent for criminal background checks. The results are reviewed before final offers are extended.

2.7.5.30 Insurance Programs: Provide the following information concerning your commercial and/or self-insurance insurance programs which would respond in the event of a financial loss. These coverages may include, but are not necessarily limited to, those examples listed under "Coverage Type" in the table below.

Coverage Type	Coverage description	Policy Limits	Deductibles or Self-Insured Retentions
List all coverages in effect: may include Crime, including Computer Fraud and Theft; Errors and Omissions (Data Processing) or Electronic Data Processing (EDP); General Liability; Other (describe).	Describe the individual coverages included within each policy (such as employee dishonesty; unauthorized property transfer; unauthorized use of information; voluntary parting with property; computer vandalism; destruction, loss of or damage to data; invasion of privacy, etc.).	Indicate coverage limits and any sub-limits for each coverage type.	Identify deductible and SIR amounts by policy.

Sample Certificates of Insurance have been provided in [Attachment 2](#).



D. Acceptance/Exception to Terms and Conditions in Sample Contract

Section D must include a statement offering the Proposer's acceptance of all terms and conditions listed in Appendix A, Sample Contract. A duty of every Proposer is to review the Sample Contract. Any and all exceptions to this sample Contract must be set forth in detail in this section, together with reasons, proposed alternative language, and impact, if any, to the Proposer's price. The County relies on this procedure and any Proposer who fails to make timely exceptions as required herein at the County's sole discretion may be barred from later making such exceptions. The County reserves the right to determine if Proposers' exceptions are material enough to deem the proposal non-responsive and not subject to evaluation. The County reserves the right to make changes to the Sample Contract at its sole discretion.

LINK2GOV takes no exceptions to the terms and conditions listed in Appendix A, Sample Contract.

E. Required Forms From Proposer

Section E must be entitled "Required Forms From Proposer" and shall contain the following forms, signed/dated where applicable. All forms are provided in Appendix D.

Exhibit 3 Certification of No Conflict of Interest

Proposer must certify that no employee who prepared or participated in the preparation of this Proposal, is within the purview of County Code Section 2.180.010.

Exhibit 4 Familiarity with the County Lobbyist Ordinance Certification

Proposer must certify that they are familiar with the requirements of the County Lobbyist Ordinance and that all persons acting on behalf of the Proposer have and will comply with the ordinance during the RFP process.

Exhibit 5 Los Angeles County Community Business Enterprise (CBE) Program – Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

Proposer to complete and submit with Proposal.

Exhibit 6 Proposer's EEO Certification

Proposer must comply with EEO laws, regulations and policies.

Exhibit 7 Attestation of Willingness to Consider GAIN/GROW Participants

Proposer to complete and submit with Proposal.

Exhibit 8 Certification Form and Application for Exception from County's Jury Service Program

Proposer to complete and submit with Proposal. If Proposer is requesting an exception to this program, submit all necessary documents to support the request.

Completed forms are immediately following in this section.

F. Additional Data

Section F should include Proposer's response to the additional questions:

- 2.7.8.1 Identify and describe any other payment option besides credit/debit cards (ACH, e-check, on-line debit cards, demand draft, etc.) that your application can support via the Internet. Include any planned applications and provide an estimated implementation date.

In addition to the above payment options, LINK2GOV accepts pinless debit and off-line debit transactions.

- 2.7.8.2 Describe any e-commerce services, including storefront design and webhosting, that you provide to any government agencies including information of specific types of applications. What type of cost model do your larger government clients use (convenience fee added to payment amount and paid by cardholder or government entity, percentage fee, fixed transaction fee, etc)?

Optional L2G Services

1. Internet or IVR payment application development and hosting

Internet Services*	RATE	FREQUENCY
User interface/business rules development (storefront design)	Rate is detailed in cost proposal	One-time per application
API development	Rate is detailed in cost proposal	One-time per application
Application hosting and maintenance	Rate is detailed in cost proposal	Per month per application
Application Service Provider ("ASP")	Rate is detailed in cost proposal	Per transaction
Non-WAG development rate	Rate is detailed in cost proposal	Per hour
IVR Services*	RATE	FREQUENCY
User interface/business rules development (storefront design)	Rate is detailed in cost proposal	One-time per application
API development	Rate is detailed in cost proposal	One-time per application
Voice talent recording	Rate is detailed in cost proposal	One-time per application
Application hosting and maintenance	Rate is detailed in cost proposal	Per month per application
Application Service Provider ("ASP")	Rate is detailed in cost proposal	Per transaction
Toll free telecommunication	Rate is detailed in cost proposal	Per minute
Non-IAG development rate	Rate is detailed in cost proposal	Per hour



* LINK2GOV WILL REBATE ALL ONE-TIME DEVELOPMENT AND SET-UP TO LA COUNTY FOR EACH INTERNET OR IVR APPLICATION ONCE THE APPLICATION SURPASSES 25,000 TRANSACTIONS.

The aforementioned cost model has been used by many of our large clients that wish to have an Internet or IVR system without incurring excessive development costs that may be levied by other development organizations.

2. FREE Point of Sale (POS) equipment

The solutions outlined below are optional and both do allow for the acceptance of Discover and PIN-debit convenience fees at the POS. Current L2G client's citizen usage of the convenience fee program has ranged from 5 – 15% of the citizens that walk into an office to make a payment regardless if check payments are provided at no additional cost.

POS SOLUTIONS	Rate	Frequency
VeriFone Omni 3740 with MultiPay	FREE*	Per unit
Discover Card discount rate	(convenience fee rate is detailed in cost proposal)	Per transaction
Visa discount rate (Pilot programs only)	(convenience fee rate is detailed in cost proposal)	Per transaction
PIN-debit rate	(convenience fee rate is detailed in cost proposal)	Per transaction

*** Terminals are provided at no cost if each terminal averages at least three (3) transactions per day based on twenty (20) available days in a month. Separate agreement required for free terminal solution.**

2.7.8.3 What is your vision for e-commerce in the government sector over the next decade?

We believe that over the next decade e-commerce will enable the government sector to provide e-commerce solutions that will: 1) provide true citizen convenience such as enabling citizens to interact with their government when they want where they want – Internet and phone as an example; 2) allow citizens to pay their citizen compliance obligations in a way the reflects their preference in everyday purchases – credit, debit, PIN debit and checks; and 3) enable government entities to reduce costs through the emerging payment methods, streamlining of processes, and consolidation of assets.

L2G is continuously reevaluating and improving its existing products and services as is evidenced by our latest payment gateway and reporting platform upgrade. Our guiding principal is to ensure that our government partners are able to take advantage of emerging solutions and processes that enable the realization of our partner's goals and objectives.



2.7.8.4 Describe any other e-commerce-related products and services that we have not requested elsewhere in this RFI that you feel the County would want to consider.

Interactive Voice Response (IVR)

L2G is fully capable of accepting and processing payments made through existing IVR systems, or can develop and host IVR applications as needed for the County. For existing IVR systems, L2G will provide the County with our Gateway Specifications document that will enable the County to switch payment processing over to L2G. Additionally, L2G is fully prepared to work with interested County departments to develop IVR applications that will enable constituents to make payments over the telephone. These can be hosted by L2G, or we will work with interested departments to develop their own IVR system and host it on the County's IVR platform. The following contains details of L2G's IVR platform and applications.

L2G's IVR Overview

L2G's IVR Payment Processing applications are designed to help alleviate the "Digital Divide" among those with Internet access and those without Internet access. Additionally, our IVR application relieves problems with understaffing as well as eliminates busy signals and time spent on-hold for calls routing to our clients' offices. Our systems allow the citizen to interact with government entities over a touch-tone telephone 24 hours a day, seven days a week. L2G's ability to offer large-scale interactive call processing services provides for more efficient and cost-effective methods of servicing today's busy citizens while enabling the citizens to choose optional payment methods such as credit card or debit card.

L2G will develop a fully functioning, fully integrated IVR system. The IVR application we develop will possess the capability to address incoming call volume for peak and non-peak times and is fully capable of handling the volumes of peak times. The capacity of our IVR system can be increased to accommodate higher call volume as necessary.

L2G will develop scripts for each application with the County's requested input and approval, allowing ample time for the Project Manager to review the copy with representatives from the various departments/agencies and make suggestions before the actual voice recording. L2G provides multiple language options and a wide selection of male and female voice talent to choose from for the development and recording of the script.

As with the POS and Internet applications, authorized personnel can obtain reports from the IVR application on our exclusive online reporting tool. These reports provide detailed information regarding the transactions that occur on the IVR application. This provides a single location to obtain reports from all Payment Processing vehicles.

How the IVR Application Works

The process for the citizen using the telephone for paying a tax, fee or fine is also simple. The user dials the 1-800 number provided by L2G. Next, the user responds to voice prompts, keying in all data requested into the touch-tone telephone. Voice confirmation is given back to the user to ensure all information and data keyed is correct. Verification requirements are performed at this time. This verification can be performed through several different methods and as with the Internet application, we will work with department/agency personnel to implement the most logical and cost effective verification method. If all verification checks are affirmative, the transaction will be completed. This transaction information will then be made available on an immediate basis to County personnel. Either the user will receive a confirmation number or receipt number to confirm the transaction is complete.

IVR Payments

L2G presently designs, develops, deploys, operates and hosts a comprehensive range of robust Interactive Voice Response (IVR) systems for government entities across the country. Additionally, L2G operates 888-PAY-1040, our exclusive federal tax payment IVR for the Internal Revenue Service. Presently L2G has contracted with 19 different government entities for IVR systems, some of these involving multiple IVR operations for individual departments under a single contract for services.



The LINK2GOV IVR functions as part of an “all-in-one” communications platform and can be implemented as an IVR for sophisticated standalone applications. Making use of the event-driven architecture, it offers the ability for organizations and departments to automate business processes as well as provide extensive control to the end customer who wishes to use automated services.

LINK2GOV currently operates two (2) DS-3 circuit lines for a total of 56 T-1 channels. Each T-1 has 24 individual lines; the current system, therefore, has 1344 lines. Our current trunk groups are D4AMI (i.e. DTMF trunks) using feature group D and Enhanced Call-Routing Services. Our IVR solution is based on Windows NT technology and other leading operating systems and architecture.

The LINK2GOV IVR offers all of the basic features of a standalone interactive voice response system such as a graphical application design tool, host mainframe, and database interfaces, communications with third party software applications and open APIs. The L2G IVR is also strong in automating processes for multiple languages.

With interface to other applications such as voice messaging, e-mail, and web interactions, the L2G IVR provides the most flexibility for creative interactive applications. Examples include adding an HTML interface to your IVR application, faxing documents based on the type of transaction being performed, screen pops to ACD agents based on IVR input. Database driven applications may also be performed such as offering customized menu's to a customer based on their unique account type or status.

The Text-to-Speech (TTS) services of our IVR platform are extremely flexible. The platform supports two of the most widely used TTS engines, Dialogic's Text Talk (a.k.a. Centigram's True Voice), and Lernout & Hauspie's Real Speak. Real Speak is widely considered the most life-like of the TTS systems.

Our system blends TTS and pre-recorded human speech in the following manner: When a citizen requests textual data, the text to be read is retrieved from the source, processed by the TTS engine and stored as a file (caching in memory is also possible, but not typical). The human voice files and the TTS recorded files are sequentially retrieved and played in such a manner that to the human ear sounds seamless. Following the playing of the information, the system will perform a "clean-up" and delete the TTS file(s).

Basic Functions of the L2G Developed and Hosted IVR

Services

- Supports unlimited DNIS/DID numbers for multiple IVR applications based on dialed number.
- Multiple languages may be offered based on DNIS or the user may be prompted for the desired language.
- Key ahead prompting is supported for your advanced customers who know your IVR system and can key through the menus quickly.
- IVR scripts may be database driven. Based on customer information or status, scripts and menu options may change. This allows you to treat every customer in a unique manner based on his or her own criteria or profile.
- IVR while in Queue – In conjunction with our ACD, our system administrators and call center supervisors may view IVR sessions that are waiting in queue.

Multiple Media

- Customers can be offered the same data services as voice from the Internet on an HTML web page.
- IVR while in Queue – If used in conjunction with our ACD, callers may access IVR options while being in queue for a skilled agent.
- Provide fax-back documents based on IVR session input or IVR menu.
- Send e-mail updates to customers based on IVR events/transactions as confirmation.
- IVR and voice mail – customers may be prompted to record addresses. Another application is retrieval of recorded status messages from dedicated account representatives in a help desk environment. Mixture of IVR and voice messaging features is virtually limitless.



Customizations

The LINK2GOV IVR offers unlimited flexibility in scripting choices – IVR scripts are broken into subroutines thus offering maximum choices in scripting and linking menus and scripts.

Critical Events

IVR events can trigger e-mails to department managers, sales persons, assistants, etc. For example, if an order is placed on the IVR system, e-mail may be generated to the account representative to alert him/her of the new order.

Reports

Our advanced reporting architecture allows business managers to tailor information from customized IVR scripts to their own needs.

- Event logging: In addition to standard events, customized IVR scripts can either temporarily log IVR events or store IVR events in a report log.
- Report Logs: Report logs are in a standard database format (MSSQL 2000). The IVR logs every call, the caller ID, and duration of call. Interval reports show line activity as well.
- Advanced Features of the L2G Develop and Hosted IVR
- Database Integration: IVR supports all ODBC-compliant databases. Multiple databases may be accessed concurrently. IVR supports Database Query, Insert, Update, Delete, and Use DLL.
- Connection Caching: Database connections are cached to provide faster access to the database table.
- Host Mainframe Integration: Host mainframe tools provide access and updates to any 3270 or 5250 type terminal session. VT 220 support is now also available in version 2.0.
- IBM MQ Series Tools: Customers using IBM MQ Series on their host mainframe may wish to have the IVR access data through this manner. IVR now has tools that support IBM MQ Series.
- XML Tools: XML tools allow custom IVR sessions to use XML for everything from building menus to gathering customer data.
- Paging and E-mail Integration in Case of Date Failure: If the data connection fails to either the host mainframe or the ODBC-compliant database, IVR can be configured to page a system administrator or e-mail a help desk.

Language Support and Multiple Language Issues

We support multiple languages even within the same IVR. Our IVR could ask which of the following languages the caller would like to speak and could continue the IVR in the selected language.

- English (US-Canada, UK, South Africa, Australia-New Zealand, Singapore)
- Spanish (Spain, Latin America)
- Cantonese Chinese; Mandarin Chinese (China, Taiwan)
- Czech
- Dutch
- French (France, Canada)
- German
- Greek
- Italian
- Japanese
- Norwegian
- Brazilian Portuguese
- Swedish
- Turkish



Benefits of the L2G Standalone IVR Solution

Scalability and Reliability

IVR servers scale up to 480 ports with Intel/Dialogic. This means that our large-scale IVR systems are easier to manage and deploy. Since our IVR system is also designed for mission critical “dial tone” applications, it offers increased reliability especially for high scale applications.

Open Systems Approach

The LINK2GOV IVR is an open software solution and offers the customer investment protection over time. As technology and telephony interfaces change, our IVR may migrate the customer application to new telephony interfaces with very little to no impact on customer specific IVR applications that have been built.

Standard System Management and Monitoring Tools

By utilizing the off-the-shelf tools available for Windows 2000 environments, our system administrators can monitor the IVR systems the same way they monitor other mission-critical servers on the network. In addition, by using Windows 2000 and industry standard servers, system administration and maintenance does not require special skill-sets as if you are maintaining a voice network and a data network.

Greater Customer Satisfaction

By offering multiple channels of communication to the customer including voice, fax, web, etc., our system offers increased customer satisfaction. By mixing media types and handling of events into the IVR application, customers can be served by their preferred method of communication. An example is the choice of an immediate e-mail confirmation of a voice-enabled transaction or a fax confirmation.

Call Transfer Process

Callers to the Call Center can be transferred to an unlimited set of DNIS' and will be able to answer the DNIS number according to the parameters established with the County. For example, if the preference is to categorize customers by group type, different and distinct toll-free numbers can identify them. The ability for the CRM to view a callers' identifying information that would be posted to a web site or web service, in effect creating a warm transfer based on the most recent record with that callers ANI is another option.



Last Page of Proposal

The last page of the proposal must list names of all joint ventures, partners, subcontractors or others having any right or interest in the Contract or the proceeds thereof. The page must include the signature of the person authorized to bind the Proposer in a contract, as follows:

Respectfully submitted,

(Proposer's Name and Address and names and addresses of joint ventures, partners, subcontractors or other parties)

By

A handwritten signature in blue ink, appearing to read "John Hunnicutt", written over a horizontal line.

John Hunnicutt, Executive Vice President-Finance/Secretary

Date June 21, 2005

Address Link2Gov Corp., One Burton Hills Blvd., Suite 300

City Nashville, TN

Telephone 615.297.2770

**ELECTRONIC PAYMENT AND CREDIT/DEBIT CARD PAYMENT PROCESSING SERVICES
WORK ORDER RELEASE
WITH LINK2GOV**

Work Order Release No. _____

County Agreement No. (TBD) (hereinafter "Agreement")

WORK ORDER RELEASE UNDERTAKEN BETWEEN THE COUNTY OF LOS ANGELES (HEREINAFTER "COUNTY") AND LINK2GOV (HEREINAFTER "CONTRACTOR") FOR SERVICES PURSUANT TO THE ABOVE AGREEMENT. CAPITALIZED TERMS USED IN THIS WORK ORDER RELEASE WITHOUT DEFINITION HAVE THE MEANINGS GIVEN TO SUCH TERMS IN THE AGREEMENT.

Period of Performance: As Appropriate or Contract term

County Requesting Department: _____

County Department Project Manager: _____

Business Address: _____

City: _____ State _____ Zip _____

Telephone Number: _____ Fax Number: _____

I. GENERAL

Contractor shall satisfactorily perform all the tasks and provide all the deliverables detailed in the Statement of Work attached hereto (if applicable), on a fixed price per deliverable basis, in compliance with the terms and conditions of the Agreement. Contractor shall additionally satisfactorily perform all other Services identified under III.A.2 of this Work Order Release in compliance with the terms and conditions of the Agreement.

II. PERSONNEL

Contractor shall provide the below-listed personnel, if appropriate:

Name: _____

Name: _____

Name: _____

III. PAYMENT

A.1 The Total Maximum Amount that County shall pay Contractor for all deliverables to be provided under this Work Order Release is shown below

Deliverable	Maximum Amount
_____	_____
_____	_____
_____	_____

Total Maximum Amount: _____

A.2 The list of on-going Services and elected pricing method, in accordance with Exhibit B, Pricing Schedule, to be provided under this Work Order Release is shown below:

On-Going Service	Pricing Method
_____	_____
_____	_____
_____	_____

Contractor shall satisfactorily provide and complete all required deliverables in accordance with the Statement of Work, notwithstanding the fact that total payment from County for all deliverables shall not exceed the Total Maximum Amount above.

- B. For all work other than as referenced in (A.1) above, Contractor shall invoice County **monthly, in arrears**, at the applicable rates set forth in the Pricing Schedule. For all work referenced in (A.1) above, Contractor shall invoice County upon **(to be inserted at time of Work Order Release execution)**.
- C. Contractor shall submit all invoices under this Work Order Release in accordance with Paragraph 5 -- Pricing, Invoicing and Payments, in duplicate to the following address:

(To be determined at time of Work Order Release execution)

IV. SERVICES

In accordance with the Agreement, Contractor shall not be paid for any task, deliverable, Service, or other work that is not specified in this Work Order Release, and/or that exceeds the Total Maximum Amount of this Work Order Release not including **on-going Services**, and/or pricing in excess of the applicable rates set forth in Exhibit B, Pricing Schedule, and/or that goes beyond the expiration or termination of this Work Order Release.

A. A STATEMENT OF WORK (SOW) SHALL BE ATTACHED TO EACH INDIVIDUAL WORK ORDER RELEASE FOR LAYER 1. The SOW shall at minimum include the following information:

- Detailed description of Department's functional and business requirements.
- All Application design documentation.
- Detailed description of tasks and deliverables. Such description shall be structured to indicate which tasks and deliverables must be completed and delivered by or on behalf of Contractor in order for the applicable Department to successfully process its first Transaction.
- Detailed project plan and project schedule.
- Identification of Contractor resources/staff.

B. A SOW is not required for Services related to Layer 2 or Layer 3. A Work Order Release with the Department, County Department Project Manager, County Project Director, Contractor Project Director, invoicing instruction and list of on-going Services Department is requesting must be executed prior to Contractor providing any Layer 2 or Layer 3 Services to any Department.

V. SERVICE LEVEL STANDARDS

Without limiting the immediately succeeding paragraph of this Work Order Release, the parties hereby expressly acknowledge that Contractor, and all tasks, deliverables, goods, Services and other work provided under this Work Order Release, shall fully perform and comply with the service level standards set forth in Exhibit A – Service Level Agreement Matrix.

ALL TERMS OF THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. THE TERMS OF THE AGREEMENT SHALL GOVERN AND TAKE PRECEDENCE OVER ANY CONFLICTING TERMS AND/OR

CONDITIONS IN THIS WORK ORDER RELEASE. NEITHER THE RATES NOR ANY OTHER SPECIFICATIONS IN THIS WORK ORDER RELEASE ARE VALID OR BINDING IF THEY DO NOT COMPLY WITH THE TERMS AND CONDITIONS OF THE AGREEMENT.

VI. FINANCIAL INFORMATION

BUSINESS INFORMATION			
Refund Policy			
<input type="checkbox"/> No Refund <input type="checkbox"/> Refunds for returned merchandise, unsatisfactory service or admission refund <input type="checkbox"/> Refunds allowed pursuant to State and County laws and regulations. Attach a copy of the law, code, or regulation. <input type="checkbox"/> Other – (please specify): _____			
PROCESSING INFORMATION			
Please Check the Appropriate Box(es) for the Above Application			
<input type="checkbox"/> Over-the-Counter <input type="checkbox"/> Interactive Voice Response <input type="checkbox"/> Mail/Telephone/Fax <input type="checkbox"/> Internet – Web Address _____			
Total Estimated Annual Sales	Total Estimated Annual Credit Card Sales	Estimated Average Credit Card Transaction	
THIRD PARTY PROCESSOR AND SOFTWARE VENDOR			
Third Party Processor Name		Processor Contact Name	Processor Telephone Number
Software Vendor Name	Software Name	Vendor Contact Name	Vendor Telephone Number
MERCHANT STATEMENTS/REPORTS MAILING ADDRESS AND CONTACT			
Name and Title		Telephone Number	Fax Number
Division/Section		Email Address	
Address		City	State Zip
MERCHANT SERVICES REQUIRED			
Select the types of cards to be processed.			
<input type="checkbox"/> American Express <input type="checkbox"/> Discover Card <input type="checkbox"/> VISA/MasterCard			

TERMINAL INSTALLATION

Equipment Options:

1. Electronic Swipe Terminal ☐ Yes ☐ No ☐ Reprogram my own equipment

	Model	Quantity	Rent	Lease	Purchase
Terminal					
Printer					
Other Equipment:					

2. Manual Imprinter: ☐ Yes ☐ No

TERMINAL INSTALLATION

Name		Division/Section	Telephone Number
Shipping Address			Fax Number
Date And Time Training Prefer		Contact Name For Terminal Training	Telephone Number
Terminal Telephone Number		The access number the terminal telephone needs to reach an outside line	

FUNDS SETTLEMENT BANK ACCOUNT INFORMATIONFunds Settlement Method: ☐ Fed Wire ☐ ACH

Bank Name	Contact Name	Contact Telephone Number
Bank Account Name	ABA Routing Number	Demand Deposit Account Number

NEGATIVE SETTLEMENT BANK ACCOUNT INFORMATION

Bank Name	Contact Name	Contact Telephone Number
Bank Account Name	ABA Routing Number	Demand Deposit Account Number
Discount Rate/Convenience Fee/Processing Fee – Payment Method	Charge-Back – Payment Method	

FOR MERCHANT SERVICE PROVIDER USE ONLY

Please assign the Chain Number and Outlet Number. If terminal installation is applicable, complete the following requested information for the above Department/Agency. In addition, please insert the Visa and MasterCard Authorization Fees for this Department/Agency Subscriber.

Department/Agency Chain Number		Outlet (Merchant) Number	
Terminal Model	Terminal Serial Number	Printer Model	Printer Serial Number
Visa Authorization Fee:		MasterCard Authorization Fee:	

REGARDLESS OF ANY ORAL PROMISE MADE TO CONTRACTOR BY ANY COUNTY PERSONNEL WHATSOEVER.

LINK2GOV

By: _____

Name: _____

Title: _____

Date: _____

COUNTY OF LOS ANGELES

BY: Department Project Manager

Name: _____

Title: _____

Date: _____

COUNTY OF LOS ANGELES

By: County Project Director_____

Name: _____

Title: _____

Date: _____

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: John H. Krueger
Title: Branch Manger, Customer Applications Branch
Address: 9150 E. Imperial Highway MS #11
Downey, CA 90242
Telephone: 562-940-2905
Facsimile: 562-803-0724
E-Mail Address: jkrueger@isd.co.la.ca.us

DEPARTMENT PROJECT MANAGERS:

Name: Various (to be identified on individual Work Order Releases)
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: LINK2GOV CONTRACT NO: _____

CONTRACTOR'S PROJECT DIRECTOR:

Name: Farron Houchin
Title: Project Manager
Address: Link2Gov Corp, 1 Burton Hills Blvd, Suite 300, Nashville, TN 37215

Telephone: 615-297-2770 Ext. 253
Facsimile: 615-297-9407
E-Mail Address: fhouchins@link2gov.com

CONTRACTOR'S ACCOUNT MANAGER:

Name: David Stephenson (Provisional)
Title: Vice President of Channel Sales
Address: Link2Gov Corp, 1 Burton Hills Blvd, Suite 300, Nashville, TN 37215

Telephone: 615-297-2770 Ext. 229
Facsimile: 615-234-4072
E-Mail Address: dstephenson@link2gov.com

CONTRACTOR'S AUTHORIZED OFFICIAL

Name: John Hunnicutt
Title: Executive Vice President of Finance
Address: Link2Gov Corp, 1 Burton Hills Blvd, Suite 300, Nashville, TN 37215

Telephone: 615-297-2770 Ext. 311
Facsimile: 615-297-9407
E-Mail Address: jhunnicutt@link2gov.com

Notices to Contractor shall be sent to the following:

Name: John Hunnicutt
Title: Executive Vice President of Finance

Address: Link2Gov Corp, 1 Burton Hills Blvd, Suite 300, Nashville, TN 37215

Telephone: 615-297-2770 Ext. 311
Facsimile: 615-297-9407
E-Mail Address: jhunnicutt@link2gov.com

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

COPYRIGHT ASSIGNMENT AGREEMENT

Contractor and Contractor's Staff agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by Contractor

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

and Contractor's Staff in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, Contractor and Contractor's Staff hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, Contractor and Contractor's Staff agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject them to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT**

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

www.babysafela.org

No shame. No blame. No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



**In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org**



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmele
qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

AGREEMENT REGARDING SUBCONTRACTED SERVICES

THIS AGREEMENT REGARDING SUBCONTRACTED SERVICES, dated as of _____, 2006 (as amended, restated, supplemented, or otherwise modified from time to time in accordance with the terms and conditions hereof, this "Agreement"), is entered into between Link2Gov Corp., a Tennessee corporation ("Link2Gov"), and Paymentech, L.P., a Delaware limited partnership ("Paymentech"), and is made in reference to that certain Contract #[_____] for Electronic Payment and Credit/Debit Card Payment Processing Services, dated as of _____, 2006 (as amended, restated, supplemented, or otherwise modified from time to time in accordance with the terms and conditions thereof, the "Prime Agreement"), between Link2Gov and the County of Los Angeles ("County"). Capitalized terms used herein (including in this introductory paragraph) without definition have the meanings given to such terms in the Prime Agreement.

WHEREAS, County and Link2Gov have entered into the Prime Agreement pursuant to which Link2Gov, in its capacity as "Contractor" thereunder, will provide certain tasks, deliverables, goods, Services and other work under and as defined in the Prime Agreement (collectively, "Work");

WHEREAS, Link2Gov desires to engage Paymentech to provide a subset of such Work, as the same may be amended, restated, supplemented, or otherwise modified from time to time in accordance with the terms and conditions hereof; and

WHEREAS, Link2Gov and Paymentech desire to set forth below the terms and conditions under which Paymentech will perform the Work and to make County a third party beneficiary of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, Link2Gov and Paymentech agree as follows:

1. Incorporation Terms and Conditions of the Prime Agreement.

(a) Link2Gov and Paymentech agree that, to the extent of and with respect to Paymentech's performance of the electronic credit/debit payment processing and settlement services (collectively, "Processing Services") constituting Work under the Prime Agreement:

Paymentech shall use commercially reasonable efforts to comply with the terms and conditions of the Prime Contract referenced in the Attached Exhibit A, but only to the extent such terms and conditions are applicable to Paymentech and reasonably possible for Paymentech to comply with.

(b) For purposes of this Agreement, Subparagraphs 8.24 of the Prime Agreement shall be superseded in its entirety by the following:

8.23 GENERAL INSURANCE REQUIREMENTS

Without limiting Paymentech's indemnification obligations during the term of this Agreement, Paymentech shall provide and maintain at its own expense the following programs of insurance. Such programs and evidence of insurance shall be satisfactory to the County and shall be primary to and not contributing with any other insurance maintained by County.

8.23.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

ISD, 1100 N. Eastern Ave., Los Angeles, CA 90063
Attn: Division Manager, Contracting Division

prior to commencing services under this Agreement. Such certificates or other evidence shall:

- Specifically identify this Agreement;
- Clearly evidence all coverages required in this Agreement;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County, its Special Districts, its officials, officers and employees as additional insureds for all activities arising from this Agreement; and
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require Paymentech to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Paymentech to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.23.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

8.23.3 Failure to Maintain Coverage: Failure by the Paymentech to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Agreement upon which the Link2Gov may immediately terminate or suspend this Agreement.

8.24 INSURANCE COVERAGE REQUIREMENTS

8.24.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.24.2 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

8.24.3 Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Paymentech is responsible. If Paymentech's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Paymentech is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

8.24.4 Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the contractor, its officers or employees with limits of not less than \$1 million per

occurrence and \$3 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement

2. County as Third Party Beneficiary. Link2Gov and Paymentech understand and agree that this Agreement is entered into for the benefit of County and that County expressly is made a third party beneficiary of this Agreement. Accordingly, at any time and from time to time, County may compel Link2Gov to enforce against Paymentech and on County's behalf, any and all rights and remedies Link2Gov may have with respect to Paymentech's breach of this Agreement. Notwithstanding the foregoing, Paymentech and Link2Gov shall look solely to one another for their respective performance hereunder.

3. Representations and Warranties. Each of Paymentech and Link2Gov represents and warrants to the other party (and to County as third party beneficiary under this Agreement) that this Agreement has been duly authorized, executed, and delivered by such party, and that such party has all necessary corporate power and authority to enter into this Agreement and to perform its respective obligations under this Agreement. Each party additionally represents and warrants to the other party (and to County as third party beneficiary under this Agreement) that this Agreement constitutes a legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

4. Amendments. Notwithstanding anything to the contrary in this Agreement no amendment, modification, termination or waiver of any provision of this Agreement (including the exhibits attached hereto) shall be effective unless the same shall be in writing, signed by Link2Gov and Paymentech, and acknowledged by County.

5. Assignment. Neither party may assign its rights and obligations under this Agreement (including the exhibits attached hereto) without prior written acknowledgement of County.

6. Effect on Prime Agreement. Except as expressly set forth in Section 1 hereto with respect to Paymentech and Link2Gov, nothing contained herein shall be construed as amending or modifying in any fashion any term or condition set forth in the Prime Agreement or any exhibit or attachment thereto. Paymentech acknowledges that from time to time Link2Gov and County may amend the terms and conditions of the Prime Agreement or any exhibit or attachment thereto in accordance with the terms of the Prime Agreement. The parties acknowledge and agree that, except as expressly set forth in Section 1(b) hereto with respect to Paymentech and Link2Gov, any such amendment shall automatically update the parties' corresponding obligations under this Agreement. Link2Gov shall provide Paymentech with copies of any such amendment, but the parties further acknowledge and agree that Link2Gov's failure to so provide such copy shall not impact the parties' respective obligations under this Agreement.

7. Counterparts. This Agreement may be executed in any number of original or facsimile counterparts, each of which when taken together shall constitute an original.

8. Validity. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

9. Entire Agreement. This Agreement and any and all exhibits, schedules, attachments and appendices hereto and thereto constitutes the complete and exclusive statement of understanding between the parties and with County and supercedes all previous agreements, written or oral, and all communications directly relating to the subject matter of this Agreement.

10. Governing Law. This Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the state of California applicable to agreements made and to be performed within that state.

* * *

IN WITNESS WHEREOF, Link2Gov and Paymentech have caused this Agreement to be executed as of the day and year first above written.

LINK2GOV CORPORATION

By: _____
Name:
Title:

By: _____
Name:
Title:

PAYMENTECH, L.P.

By: _____
Name:
Title:

By: _____
Name:
Title:

Exhibit A

Specified Terms and Conditions:

- Paragraph 7.4 (Background & Security Investigations)
- Paragraph 7.5 (Confidentiality)
- Paragraph 8.1 (Assignment and Delegation)
- Paragraph 8.2 (Authorization Warranty)
- Paragraph 8.6 (Compliance with Applicable Laws)
- Paragraph 8.7 (Compliance with Civil Rights Laws)
- Paragraph 8.8 (Compliance with the County's Jury Service Program)
- Paragraph 8.9 (Conflict of Interest)
- Paragraph 8.10 (Consideration of Hiring County Employees Targeted for Layoff or Re-employment List)
- Paragraph 8.11 (Consideration of Hiring GAIN/GROW Program Participants)
- Paragraph 8.12 (Contractor's Responsibility and Debarment)
- Paragraph 8.13 (Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law)
- Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program)
- Paragraph 8.15 (County's Quality Assurance Plan)
- Paragraph 8.16 (Damage to County Facilities, Buildings, or Grounds)
- Paragraph 8.17 (Employment Eligibility Verification)
- Paragraph 8.19 (Fair Labor Standards)
- Paragraph 8.20 (Governing Law, Jurisdiction and Venue)
- Paragraph 8.21 (Independent Contractor Status)
- Paragraph 8.27 (Nondiscrimination and Affirmative Action)
- Paragraph 8.30 (Dispute Resolution Procedure)
- Paragraph 8.31 (Notice to Employees Regarding the Federal Earned Income Credit)
- Paragraph 8.32 (Notice to Employees Regarding the Safely Surrendered Baby Law)
- Paragraph 8.34 (Prohibition Against Inducement or Persuasion)
- Paragraph 8.37 (Record Retention and Inspection/Audit Settlement)
- Paragraph 8.38 (Recycled Bond Paper)

- Paragraph 8.39 (Subcontracting)
- Paragraph 8.40 (Termination for Breach of Warranty to maintain Compliance with County's Child Support Compliance Program)
- Paragraph 8.43 (Termination for Improper Consideration)
- Paragraph 8.45 (Termination for Non-Adherence of County Lobbyist Ordinance)
- Paragraph 8.47 (Validity)
- Paragraph 8.48 (Waiver)
- Paragraph 8.49 (Warranty Against Contingent Fees)

Exhibit J, Paymentech Agreements



SUBMITTER MERCHANT AGREEMENT

PAYMENT PROCESSING INSTRUCTIONS AND GUIDELINES

Paymentech, L.P. ("*Paymentech*" or "we", us" or "our" and the like) and Link2Gov, Corp. ("*Link2Gov*") are excited about the opportunity to provide you with state-of-the-art payment card processing services. For ease of reference, we will refer to the agency signing these instructions and guidelines below as ("you", "yours" and the like). The following information is designed to inform and assist you as we begin our relationship.

Important Definitions

To help you understand these instructions and guidelines, you will need to understand these defined terms.

- *Authorization* is the authorization of all entries to a consumer's account given by the consumer to you or to Link2Gov on your behalf. The authorization must be obtained in a manner and form consistent with the regulations pertaining to consumer authorizations as consistent with NACHA rules and regulations and Regulation E, and, where required thereby, must be in writing. Authorization is required for all ACH transactions both recurring and non-recurring.
- *ACH* is an electronic debit or credit to or from your bank account; or an electronic debit or credit to a consumer's bank account as authorized by an agreement between you and the consumer which represents transactions between you and the consumer.
- *Association* is a group of Card issuer banks or debit networks that facilitate the use of payment cards, such as the systems operated by MasterCard International, Inc. and Visa, Inc., NYCE, Pulse, Star, and Interlink debit networks.
- *Association Rules* are the bylaws, rules, and regulations, as they exist from time to time, of the Associations.
- *Card* is both the plastic card or other evidence of the account and the account number, issued by a Card issuer or a debit network to the Cardholder, either of which you accept from your customers as payment for transactions with you, and for which Paymentech agrees to process.
- *Cardholder* is the person to whom the Card is issued and who is entitled to use the Card.
- *Chargeback* is a reversal of a Card sale you or Link2Gov on your behalf previously presented to Paymentech pursuant to Association Rules.
- *ECP* is electronic check processing which are ACH or Facsimile Draft transactions sent by you or Link2Gov on your behalf to us for the purposes of debiting or crediting consumer demand deposit or savings accounts.
- *ECP Return* is the reversal of charge that you or Link2Gov on your behalf have previously presented for ECP, or the receipt of a Notification of Change. It is generally initiated by the consumer's bank at the request of the consumer or may be caused due to invalid account data, insufficient funds at the receiving institution or any reason allowed by Federal Reserve Regulations pertaining to the ACH system.
- *Facsimile Draft* means a non-electronic document representing Sales Data created by Paymentech upon your request.
- *NACHA* means the National Automated Clearing House Association, which is an organization that establishes and controls the rules and regulations under which financial institutions may process ACH transactions.
- *Notification of Change* is a non-dollar transaction sent to us by the receiving institution which advises that the data contained in the original transaction is either incorrect or has been changed. The Notification of Change provides the correct data allowing for the processing of the Transaction.
- *Prenote* means a non-dollar transaction sent through the ACH network by us at your request or Link2Gov's request on your behalf to a consumer's bank for the purpose of verifying the accuracy of the account data. It has the same information (with the exception of the dollar amount and transaction code) that will be carried on subsequent entries. Prenotes are optional.
- *Transactions mean, as applicable, those goods sold, services rendered and fines, penalties, fees, restitution and other payments and/or taxes and other payments collected by you in connection with your usual operations.*

- *Retrieval Request* is a request for information by a Cardholder or Card issuer relating to a claim or complaint concerning a Card sale you have made.
- *Sales Data* is the evidence and electronic record of a sale or lease transaction representing payment by use of a Card or of a refund/credit to a Cardholder.
- *T&E Card* is a travel and entertainment Card issued by American Express, Novus/Discover, Carte Blanche, Diner's Club, or such other T&E Card for which we may agree to accept submissions in the future.
- *Validation* is the process by which we determine if the Sales Data or Prenote presented are capable of being processed through the Federal Reserve System.
- *Verification* means the system of electronically matching Sales Data information against a negative file account database for the purpose of identifying accounts which have unpaid checks outstanding or have been closed for cause. There is no financial recourse or payment provided for any checks that are later returned regardless of the verification response.

Your Acceptance of Cards

- Each sale you make involving a Card must be evidenced by a single Sales Data record completed with the sale date and the sale amount, and other information as required by the Associations or by us. You are not allowed to set a dollar amount above or below which you refuse to honor otherwise valid Cards.
- You agree to comply, and Link2Gov agrees to comply on your behalf, with all Association Rules, as may be applicable to you and in effect from time to time and of which you have been informed. Each of you and Link2Gov understand that we may be required to modify these instructions and guidelines in order to comply with requirements imposed by the Association Rules.
- The Association Rules require that each Sales Data you or Link2Gov on your behalf tender to us for processing comply with the following conditions: (1) The Sales Data represents payment or refund of payment, for the bona fide sale or lease of the goods, services or both, or payments received for a fine, penalty, fee, restitution payment, other payments or tax owed, which are payable in the ordinary course of your operations; (2) The Sales Data does not involve any element of credit for any purpose other than payment for a current transaction (including payment of a previously-dishonored check and related fees and costs, late fees and/or penalties that you are authorized to charge pursuant to State or County laws or regulations) and, except in the case of approved installment or pre-payment plans, the goods have been shipped or services actually rendered to the Cardholder; (3) To your knowledge, the Sales Data is free from any material alteration not authorized by the Cardholder; and (4) You have not advanced any cash to the Cardholder or to yourself in connection with the Card transaction, nor have you accepted payment for effecting credits to a Cardholder's account.
- In offering payment options to your customers, you may elect any one of the following options: (1) Accept all types of Visa and MasterCard Cards, including consumer credit and debit/check cards, and commercial credit and debit/check cards; (2) Accept only Visa and MasterCard credit cards and commercial cards (If you select this option, you must accept all consumer credit cards (but not consumer debit/check cards) and all commercial card products, including business debit/check cards); (3) Accept only Visa and MasterCard consumer debit/check cards (If you select this option, you must accept all consumer debit/check card products (but not business debit/check cards) and refuse to accept any kind of credit cards). The acceptance options above apply only to domestic transactions and, as such, they do not apply to Visa or MasterCard Cards issued by non-U.S. banks. In other words, if your customer presents a Visa or MasterCard Card issued from a European or Asian bank, for example, Association Rules require you to accept that card just as you would any other card (provided you receive a valid authorization and confirm the identity of the cardholder with a signature or otherwise, etc.), regardless of the acceptance option choice you have made and even if you have elected not to accept that type of Card from U.S. issuers. Link2Gov acknowledges these rules and agrees to abide by the applicable of them, as determined by the payment option you choose.
- If you choose to limit the types of Cards you accept, the following rules apply to you: (1) You must display appropriate signage to indicate acceptance of the limited acceptance category you have selected (that is, accept only debit/check card products or only credit and commercial products); and (2) Any Sales Data submitted into interchange outside of the selected product category will be assessed the standard interchange fee applicable to that Card product and may also have additional fees/surcharges assessed. Link2Gov acknowledges these rules and agrees to abide by the applicable of them, as determined by the payment option you choose.
- All available information about the sale, including handling and shipping charges, if applicable must be accurately recorded. You or Link2Gov on your behalf is responsible for determining that the purchaser is the person whose name appears as the Cardholder. If an account number is transposed into an invalid or inappropriate account number, the sale will result in a Chargeback.
- For recurring transactions, you or Link2Gov on your behalf must obtain a written request or similar authentication from the Cardholder for the goods and/or services to be charged to the Cardholder's account, specifying the frequency of the recurring charge and the duration of time during which such charges may be made. You nor Link2Gov on your behalf must not complete any recurring transaction after receiving: (i) a

cancellation notice from the Cardholder (ii) notice from Paymentech or an Association; or (iii) an authorization code that the Card is not to be honored. You or Link2Gov on your behalf must include in the Sales Data the electronic indicator that the transaction is a recurring transaction.

Authorizations

- The Card Associations require you or Link2Gov on your behalf to obtain authorization codes for all Card transactions. We will designate an authorization center for you or Link2Gov on your behalf to contact. Under certain circumstances, we will make authorization/approval code requests on your behalf, if you or Link2Gov have not otherwise provided an authorization/approval code. Please understand that receiving an authorization code for a Card transaction indicates only that credit is available for the Card transaction at the time the authorization is given, and it does not constitute a representation from us or from the Cardholder's issuing bank that a particular Card transaction is in fact a valid or undisputed transaction entered into by the actual Cardholder or an authorized user of the Card.

Refunds and Adjustments

- The Card Associations require you to maintain a fair policy with regard to the return/cancellation of merchandise or services and adjustment of Card sales. You or Link2Gov on your behalf must also disclose your return/cancellation policy to your customers.
- If you allow a price adjustment, return of merchandise or cancellation of services in connection with a Card sale, you or Link2Gov on your behalf, must prepare and deliver to us Sales Data reflecting such refund or adjustment within 3 days of receiving the customer's request for such refund/adjustment. The amount of the refund/adjustment cannot exceed the amount shown as the total on the original Sales Data except by the exact amount required to reimburse the Cardholder for postage that the Cardholder paid to return merchandise. Neither you nor Link2gov on your behalf are allowed to accept cash or any other payment or consideration from a customer in return for preparing a refund to be deposited to the Cardholder's account nor to give cash refunds to a Cardholder in connection with a Card sale, unless required by law.
- Paperwork is not necessary for an even exchange. For an uneven exchange, complete a credit for the total amount of the merchandise being returned and complete a new sales transaction for any new merchandise purchased.
- Please be aware, if your refund policy prohibits returns under certain circumstances, you may still receive a Chargeback relating to such sales pursuant to the Association Rules.

Settlement

- In order to receive the most favorable interchange rate, you or Link2Gov needs to transmit your Sales Data on your behalf to us no later than on the next business day immediately following the day that such Sales Data is originated. For debit Card transactions that are credits to a Cardholder's account, you or Link2Gov on your behalf must transmit such transaction to us within 24 hours of receiving the authorization for such transaction. Late submission of Sales Data may result in higher Association fees and/or a Chargebacks to you.
- We will settle all proceeds from your Card transactions in accordance with the *Funding Schedule* that is attached to these instructions and guidelines.
- If you want us to process T&E Card transactions for you, you or Link2Gov on your behalf must have in effect a valid agreement with the respective T&E Card company. Upon transmission of such Sales Data by you or Link2Gov on your behalf, we will forward the Sales Data to the appropriate T&E Card company. Payment of the proceeds due you will be governed by whatever agreement you have with that T&E Card company, and we do not bear any responsibility for their performance. If your agreement with a T&E Card company requires the T&E Card company's consent for us to perform the services you want us to perform, you are responsible for obtaining that consent.
- Upon our receipt of your Sales Data for Card transactions, we will process your Sales Data to facilitate the funds transfer between the various Associations and you for Card sales. After we receive credit for such Sales Data, we will provide provisional credit to you as you designate in the Funding Schedule.
- Neither you nor Link2Gov on your behalf may submit Sales Data for payment until the goods are delivered, shipped, or the services are performed or the Cardholder's obligation to pay the fine, penalty, fee, restitution payment, other payment or tax has arisen. If the Cardholder disputes being charged for merchandise or services before receiving them or the obligation to pay the fine, penalty, fee, restitution payment, other payment or tax has arisen, the result may be a Chargeback to you. We may from time to time contact customers to verify that they have received goods or services or have the obligation to pay the fine, penalty, fee, restitution payment, other payment or tax for which Sales Data has been submitted.

Retrieval Requests

- The Associations require you or Link2Gov on your behalf to store original documentation of each transaction for at least six months from the date of the respective transaction, and to retain copies of all such data for at least 18 months from the date of the respective transaction. The Associations do not allow you or Link2Gov on your behalf to charge a fee for the creation or storage of such copies.
- We will send you or Link2Gov on your behalf any Retrieval Request that we cannot satisfy with the information we have on file concerning any Card sale. In response, you or Link2Gov on your behalf must provide us in writing by certified or overnight mail or by confirmed fax the resolution of yours or Link2Gov's investigation of such Retrieval Request and include legible copies of any documentation required by the Retrieval Request within seven business days after we send it to you or Link2Gov, as the case may be. Once we receive the response, we will take the appropriate steps in a timely manner to reduce the probability of the Cardholder's bank sending an unjustified Chargeback to you. Remember, your and Link2Gov's failure to fulfill a Retrieval Request in accordance with Association Rules may result in an irreversible Chargeback to you.

Chargebacks

- You may receive a Chargeback from a Cardholder or Card issuer for a number of reasons under the Association Rules. The following are some of the most common reasons for Chargebacks: (1) You do not issue a refund to a Cardholder upon the return or non-delivery of goods or services; (2) An authorization/approval code was required and not obtained; (3) The Sales Data is prepared incorrectly or fraudulently; (4) We did not receive response from either you or Link2Gov on your behalf to a Retrieval Request within seven business days as required by the Association Rules; (5) The Cardholder disputes the Card sale or the signature on the sale documentation, or claims that the sale is subject to a set-off, defense or counterclaim; (6) The Cardholder refuses to make payment for a Card sale because in the Cardholder's good faith opinion, a claim or complaint has not been resolved, or has been resolved by you but in an unsatisfactory manner; or (7) For Card present Transactions, the Card was not actually presented at the time of the sale or you did not obtain an electronic record or a physical imprint of the Card, and the Cardholder denies making the purchase.
- If you have reason to dispute or respond to a Chargeback, then you or Link2Gov on your behalf must do so by the date provided by us on our report to you. We are not required to investigate, reverse or make any adjustment to any Chargeback when thirty (30) calendar days have elapsed from the date of the Chargeback. All responses to Chargebacks must be in writing, and must contain the following information: (1) Date of debit/credit advice; (2) your case number; (3) the total amount of the Chargeback; (4) the date and dollar amount in which the sale/credit was originally submitted; (5) If known, the date and authorization code; and (6) Any supporting documentation to substantiate your claim. You should include a dated cover letter detailing the reasons for requesting a review of the Chargeback. Link2Gov acknowledges the requirements for disputes or responses to Chargebacks and agrees to abide by the applicable of them on your behalf.

Data Security and Privacy

- We will exercise reasonable care to prevent disclosure or use of Card information, other than as permitted under the Association Rules. You and Link2Gov must exercise reasonable care to prevent disclosure of Card information, other than to your agents and contractors for the purpose of assisting you in completing a Card transaction, or to the applicable Association, or as specifically required by law. Each party will store all media containing Card numbers in an area limited to selected personnel and prior to any party discarding any material containing Cardholder information, the party will destroy it in a manner rendering the Card account numbers unreadable. If at any time any party determines that Card account number information has been compromised, such party will notify the other parties immediately and assist in providing notification to the proper parties as we deem necessary. We will not share merchant information with our affiliates without your express written approval, subject to the provisions of this Agreement and Association Rules. Association Rules require you and Link2Gov on your behalf to comply with all security standards and guidelines that may be published from time to time by Visa, MasterCard or any other Association, including, without limitation, the Visa U.S.A. Cardholder Information Security Program (collectively, the "Security Guidelines"). Pursuant to CISP, you and Link2Gov on your behalf must: (1) Install and maintain a working network firewall to protect data accessible via the Internet; (2) Keep security patches up-to-date; (3) Encrypt stored data and data sent over open networks; (4) Use and update anti-virus software; (5) Restrict access to data by business "need-to-know"; (6) assign a unique ID to each person with computer access to data; (7) Not use vendor-supplied defaults for system passwords and other security parameters; (8) Track access to data by unique ID; (9) Regularly test security systems and processes; (10) Maintain a policy that addresses information security for employees and contractors; (11) Restrict physical access to cardholder information; and (12) When outsourcing administration of information assets, networks, or data, retain legal control of proprietary information and use limited "need-to-know" access to such assets, networks or data. Please note that failure to comply with the CISP requirements and other Security Guidelines may result in fines and/or penalties being levied against you and/or Link2gov on your behalf or against us because of you actions by the Associations. If this occurs you agree to reimburse us immediately for any fine or penalty imposed due to your violation of the Security Guidelines.
- The Associations require you to post and maintain on all your applicable web sites both your consumer data privacy policy and your method of transaction security. Link2Gov acknowledges these rules and agrees to abide by them on your behalf.
- The Associations prohibit you from retaining or storing CVV2/CVC2 data subsequent to the authorization. Link2Gov acknowledges these rules and agrees to abide by them on your behalf.
- The Association Rules provide that Cardholder information and transaction data is owned by the Associations, the Card issuer and the Cardholder.

Exhibit J, Paymentech Agreements

- Neither you nor Link2Gov may use any Card or Cardholder information other than for the sole purpose of completing the transaction authorized by the customer for which the information was provided to you or Link2Gov on your behalf, or as specifically allowed by Association Rules, or required by law. Any Association or its designee may inspect your premises and computers, and the premises and computers of any company you have contracted with, for the purposes of verifying that Cardholder information is securely stored and processed, and is not used for any purpose other than processing the transactions to which it relates.

Electronic Check Processing

- You are not required utilize us for electronic check processing. If you choose to send us ECP transaction, you or Link2Gov on your behalf must present Sales Data to us in the same manner you submit other Sales Data to us. All Sales Data must be supported by a previously obtained Authorization, if required, from the consumer.
- We will deliver to a participant in the Federal Reserve System data representing such Sales Data that pass the Validation process in a timely manner allowing for the initiation of an ECP transaction to the consumer's bank account. We will report to you those transactions which fail the Validation process.
- The delivery to us of such Sales Data shall constitute an assignment to us by you, conditional upon your compliance with these instructions, of each item of Sales Data and the indebtedness thereunder.
- You or Link2Gov on your behalf must obtain the consumer's Authorization prior to the initiation of any ECP transaction and you or Link2Gov on your behalf must maintain a file containing such Authorizations.
- Neither you nor Link2Gov on your behalf can reinitiate ECP transactions once they have received a "Payment Stopped" as a reason for return, unless an Authorization from the customer overriding the stop payment has been received.
- You are responsible for complying with the laws and regulations governing the initiation of preauthorized electronic debit entries, including but not limited to the Electronic Fund Transfer Act of 1978 and Federal Reserve Regulation E, as it may be amended from time to time, and all applicable NACHA rules and regulations. Link2Gov acknowledges these laws and regulations, and agrees to abide by them on your behalf.

Debit Bill Payment

- Upon your request, we will provide you with the ability to accept customers' debit cards or ATM cards for payment with the debit network logos for NYCE, STAR and PULSE, without use of personal identification numbers ("PINs") (the "Services"). These debit networks allow merchants to accept debit card or ATM card payments under the rules and regulations they have established for debit bill payment.
- You will allow transactions without a PIN for bill payments to be processed through your customer-facing payment platforms, which are solely controlled and operated by you and not included within the services we provide to you. Paymentech will immediately provide and continually update a bank identification number ("BIN") file for you to determine whether the card presented by each customer can be processed over the debit networks, i.e., whether it is a debit card that can be processed, or credit card that cannot be processed. You agrees to provide all bill payment data in accordance with the pre-existing and independently-developed Paymentech data processing formats that are used for generic payment processing. If the Card's BIN range is found on the BIN table, you may format the transaction as a debit bill payment and process the transaction through the debit networks, provided you have made all the required disclosures to, and given the consumer/cardholder the required payment choice language and the option to cancel the payment before it's completed if they choose to do so. Link2Gov acknowledges the foregoing and agrees to abide by all of it on your behalf, should you choose to accept the Services from Paymentech.
- We will settle with you on any submitted debit bill payment transaction that you or Link2Gov on your behalf have processed and sent to us through the network correctly and that has not been rejected in the network for any other reason in accordance with our pre-existing and independently-developed data processing systems.
- We will report to you both authorized but unsettled and settled debit bill payment transactions on a daily basis via a secured and password protected Internet connection in accordance with our pre-existing and independently-developed reporting systems. The debit bill payment transactions successfully deposited will be categorized by network, i.e., method of payment (e.g., Star, Pulse or NYCE).

Please acknowledge your receipt of these instructions and guidelines and your agreement to comply therewith.

Exhibit J, Paymentech Agreements

County of Los Angeles

By:_____

Printed Name:_____

Title:_____

Paymentech, L.P.

By: PTI General Partner, LLC
Its general partner

By:_____

Printed Name:_____

Title:_____

Link2Gov, Corp.

By:_____

Printed Name:_____

Title:_____

FUNDING SCHEDULE

In order to receive funds from Paymentech, you must maintain a bank account at a bank that is a member of the Automated Clearing House ("ACH") system and the Federal Reserve wire system. You are solely liable for all fees and costs associated with your bank account and for all overdrafts. You or Link2Gov on your behalf authorize Paymentech to initiate electronic credit and debit entries and adjustments to your bank account in accordance with this funding schedule. We will not be liable for any delays in receipt of funds or errors in bank account entries caused by third parties, including but not limited to delays or errors by the Associations or your bank.

The proceeds payable to you shall be equal to the amounts received by us in respect of your Sales Data less all Chargebacks and Cardholder refunds. Such amounts will be paid to you promptly following our receipt of the funds. If the Sales Data does not represent sufficient credits or the bank account does not have a sufficient balance to pay amounts due from you under this funding schedule, we may pursue one or more of the following options: (i) demand and receive immediate payment for such amounts; (ii) debit your bank account for the amount of the negative balance; (iii) withhold your settlement payments until all amounts are paid, (iv) delay presentation of your refunds until you make a payment to us of a sufficient amount to cover the negative balance; and (v) pursue any remedies we may have at law or in equity. To the extent possible, we will electronically debit your bank account for the negative amount(s) due us.

Unless and until we receive written instructions from you to the contrary, all amounts payable by Paymentech to you will be deposited in the bank account designated and authorized by you on the Addendum For Application For Credit Card Processing Service Agreement/New Division Request.

RFP MAILING LIST

COMPANY NAME		COMPANY NAME	
1	3Delta Systems, Inc.	27	NaviSite, Inc.
2	Active Government Solution	28	NCO Financial Systems
3	American Express	29	Nova Information Systems
4	Assurebuy, Inc.	30	Official Payments Corp.
5	Bank of America, N.A.	31	Paradata Systems Inc.
6	Bank of the West	32	Paycom.net. LLC
7	Billserv, Inc.	33	Paymentech, L.P.
8	Blue Martini Software, Inc.	34	Paymetric, Inc.
9	BroadVision, Inc.	35	Rackspace/Intensive Hosting
10	Citicorp North America, Inc.	36	Skipjack Financial Services, Inc.
11	ClearCommerce Corporation	37	Software Packaging Inc.
12	CyberSource Corporation	38	Southern Data Comm., Inc
13	Data Return LLC.	39	Trintech Inc.
14	Dialect Solutions Group	40	Union Bank of California
15	Discover Financial	41	U.S. Bank, NA Govt. Banking Division
16	EDS	42	VeriCenter, Inc.
17	EPOS Corporation	43	Verisign, Inc.
18	EzGov, Inc.	44	Wells Fargo Bank
19	First Data Merchant Services	45	Card Integrators
20	Govolution, Inc.	46	GO Software, Incorporated
21	IBM/Lenovo (Government Sales Dep.)	47	NTT Communications Corp.
22	Inflow, Inc.	48	Savvis Communications Corp.
23	Link2gov Corporation	49	Shift4 Corporation
24	MCI	50	Syber Source
25	Moniers Solutions, Inc.	51	Optimal Payments Inc.
26	National Processing Co., LLC (NPC)	52	TSYS E-Business Services

County of Los Angeles – Community Business Enterprise Program (CBE)

Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: _____

- ☒ I AM NOT ☐ A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.

☐ I AM☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number : _____

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____						
Total Number of Employees (including owners): 42						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American	0	0	0	0	0	1
Hispanic/Latino	0	0	0	0	0	0
Asian or Pacific Islander	0	0	0	0	0	0
American Indian	0	0	0	0	0	0
Filipino	0	0	0	0	0	0
White	6	1	5	1	21	7

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.


	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	0%	0%	0%	0%	0%	100%
Women	0%	0%	0%	0%	0%	0%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:

If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date
Not Applicable					

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date
John Hunnicutt		Executive Vice President	June 21, 2005